# MOLINE CITY COUNCIL AGENDA
## Tuesday, December 17, 2013
## 6:30 p.m.
(immediately following the Committee-of-the-Whole meeting)

**City Hall**
**Council Chambers – 2nd Floor**
**619 16th Street**
**Moline, IL**

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

| COUNCIL MEMBER | PRESENT | ABSENT |
|---|---|---|
| Knaack | | |
| Parker | | |
| Bender | | |
| Brown | | |
| Turner | | |
| Schoonmaker | | |
| Liddell | | |
| Acri | | |
| Mayor Raes | | |

**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.

**APPROVAL OF MINUTES**

Committee-of-the-Whole and Council meeting minutes of December 10, 2013 and November Financial Report.

**SECOND READING ORDINANCES**

1. **Council Bill/General Ordinance 3062-2013**

An Ordinance amending Chapter 8, "BUILDINGS AND OTHER CONSTRUCTION AND BUILDING SERVICES," of the Moline Code of Ordinances, by repealing said chapter in its entirety and enacting in lieu thereof one new Chapter 8 relating to the same subject matter.

**EXPLANATION:** Staff has reviewed and made draft amendments to Chapter 8 of the Code of Ordinances to adopt the following 2012 codes: International Building Code, International Residential Code, International Mechanical Code, International Fuel Gas Code, and International Property Maintenance Code; and the National Electrical Code, 2011 Edition, and International Code Council Electrical Code Administrative Provisions, 2012 Edition. This project was done in conjunction with other local municipalities in an effort to standardize the codes in this area. Staff also reviewed the remainder of Chapter 8 and made minor updates and changes where applicable.
**FISCAL IMPACT:** N/A
**PUBLIC NOTICE/RECORDING:** Pamphlet publication required

2. **Council Bill/General Ordinance 3063-2013**

An Ordinance amending Chapter 11, "FIRE PREVENTION AND PROTECTION," of the Moline Code of Ordinances, by repealing Article I in its entirety and enacting in lieu thereof one new Article I relating to the same subject matter.

**EXPLANATION:** In 2004, the City adopted the 2003 International Fire Code and amendments thereto as the "Moline Fire Code." Staff has now reviewed and made amendments to the Moline Fire Code to adopt the most current edition of the International Fire Code, the 2012 Edition.
**FISCAL IMPACT:** N/A
**PUBLIC NOTICE/RECORDING:** Pamphlet publication required

3. **Council Bill/General Ordinance 3064-2013**

An Ordinance amending Chapter 25, "PLANNING AND DEVELOPMENT," of the Moline Code of Ordinances, Section 25-2100, "OFFICIAL COMPREHENSIVE PLAN; ADOPTED; TERRITORIAL APPLICATION," by amending the Official Comprehensive Plan as follows: by adopting and adding new text at Appendices Adopted, page 1; and by adopting and adding to the Appendices Adopted a new Appendix O entitled "Airport South District Development Plan."

**EXPLANATION:** The Airport South District Development Plan is intended to provide a general vision and guidance for the design and development associated with future investments by both the public and private sectors. The Plan establishes the basic framework for land use, major transportation and utility corridors, parks, open space and trails, and meaningful development activities as part of a strategic community-building effort. The Plan was developed through an interactive process among community leadership, City staff, and a steering committee that provided input and guidance and should serve as a strategic guide for the future development of Moline's planning and future growth area south of the Rock River.

**FISCAL IMPACT**: N/A

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

4. **Council Bill/Special Ordinance 4062-2013**

A Special Ordinance declaring the property at 2510 5th Avenue as surplus and authorizing the Mayor and City Clerk to execute an Agreement for Sale of Real Estate and do all things necessary to convey the City-owned property at 2510 5th Avenue, Moline, to Alan Spears.

**EXPLANATION:** The City acquired the property at 2510 5th Avenue as a result of abandoned building proceedings. Contractors and not-for-profit agencies expressed interest in rehabilitating and purchasing this property. The City published a request for proposals for the purchase and rehabilitation of 2510 5th Avenue on October 30, 2013, and Alan Spears ("Spears") submitted the proposal most advantageous to the City. Spears has offered to purchase 2510 5th Avenue for $1,000.00 and promises to complete interior and exterior repair and restoration of the building on said property by November 30, 2014, with possible extension of the completion date as may be agreed to in writing by the parties, but not later than February 28, 2015. Staff recommends accepting this proposal so this project can begin as soon as possible and result in the repair and restoration of a blighted property. This property was in arrears for the 2009, 2010, 2011 and 2012 property taxes. Those property taxes have been deemed null and void by the County Treasurer pursuant to 65 ILCS 5/11-31-1 and 35 ILCS 200/21-95. The property taxes for 2013 payable in 2014 have been deemed exempt. Spears will be responsible for paying his pro-rated share of the 2013 taxes from the date of closing until December 31, 2013, and all future taxes thereafter.

**FISCAL IMPACT:** N/A

**PUBLIC NOTICE/RECORDING:** Law Department to Record Quit Claim Deed

5. **Council Bill/Special Ordinance 4063-2013**

A Special Ordinance setting the annual meetings agenda for 2014.

**EXPLANATION:** Pursuant to Ordinance, Staff is required to notify media of the 2014 City Council and Committee Meetings Schedule. This Ordinance provides that notification.

**FISCAL IMPACT:** N/A

**PUBLIC NOTICE/RECORDING:** Posted outside of Council Chambers & City Website

6. **Council Bill/Special Ordinance 4064-2013**

A Special Ordinance requesting the County Clerk to not extend 2013 taxes for payment of all principal and interest on City of Moline General Obligation Corporate Purpose Bonds.

**EXPLANATION:** Annually, the City of Moline instructs the County Clerk not to extend property taxes for municipal bonds. Principal and interest on all City General Obligation Bonds are paid from

other revenue sources. The 2013 abatement ordinance must be filed with the County Clerk by the last day of January 2014.

**FISCAL IMPACT:** This ordinance must be passed and filed or the County Clerk will extend additional property taxes for 2013 collectible 2014 tax bills.
**PUBLIC NOTICE/RECORDING:** Ordinance will be filed with the County Clerk

**RESOLUTIONS**

7. **Council Bill/Resolution 1190-2013**

A Resolution authorizing certain minutes and portions of minutes of Executive Sessions of the City Council to be maintained as confidential until further reviewed by the City Council; and, authorizing the remainder of said Executive Session minutes referenced herein to be made available for public inspection.

**EXPLANATION:** The Open Meetings Act requires a semi-annual review of the closed session minutes for determination of continued confidentiality, or the appropriateness of release to the public. This council bill fulfills that responsibility.
**FISCAL IMPACT:** N/A
**PUBLIC NOTICE/RECORDING:** N/A

8. **Council Bill/Resolution 1191-2013**

A Resolution authorizing the Mayor and City Clerk to execute an Agreement with United Healthcare Services Company of the River Valley (United Healthcare) to provide administrative services and reinsurance for medical and prescription drug claims for a one year period commencing on January 1, 2014.

**EXPLANATION:** United Healthcare currently provides claims administrative services and reinsurance for the City's health benefits plan. Expected fixed costs for 2014, including reinsurance, for these services increased by 1.8%. Expected claims are projected to increase and additional fees will be incurred due to Health Care Reform, resulting in a total increase in cost of 5.5% for medical and prescription drug benefits for 2014. This is below the predicted industry increases of 7-9% for governmental organizations with more than 500 members enrolled.

**FISCAL IMPACT:** Budgeted in the Health Fund.
**PUBLIC NOTICE/RECORDING:** N/A

9. **Council Bill/Resolution 1192-2013**

A Resolution authorizing the Mayor and City Clerk to execute an agreement with Midwest Group Benefits to provide administrative services for dental, vision and flexible benefit claims for a one year period commencing on January 1, 2014.

**EXPLANATION:** Midwest Group Benefits currently provides claims administrative services for the City's dental, vision and flexible benefits plans. The annual administrative costs for these services increased by 1.5% for a total of $32,970.00. This reflects the first increase for these services in 5 years.

**FISCAL IMPACT:** Budgeted in the Health Fund.
**PUBLIC NOTICE/RECORDING:** N/A

10. **Council Bill/Resolution 1193-2013**

A Resolution authorizing the Mayor and City Clerk to execute an agreement with Willis of Illinois, Inc. (Willis) for liability, property and workers' compensation insurance for a period of one year commencing on December 31, 2013.

**EXPLANATION:** Willis, the current broker for the City's liability, property and workers' compensation insurance, has submitted an agreement to provide coverage from December 31, 2013 through December 31, 2014. At $741,309, the proposal is 0.86% less than the amount budgeted for

2014. The increase from 2013 is 8.8% and is due, in part, to a regional increase in Public Officials Legal Liability and workers' compensation premium expenses.

**FISCAL IMPACT:** These items are budgeted for annually in the Liability Fund.
**PUBLIC NOTICE/RECORDING:** N/A

| OMNIBUS VOTE | | |
|---|---|---|
| Council Member | Aye | Nay |
| Schoonmaker | | |
| Liddell | | |
| Acri | | |
| Knaack | | |
| Parker | | |
| Bender | | |
| Brown | | |
| Turner | | |
| Mayor Raes | | |

## OMNIBUS VOTE

## ITEMS NOT ON CONSENT

## SECOND READING ORDINANCES

**11. Council Bill/Special Ordinance 4065-2013**

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 2100 69th Avenue, Moline.

**EXPLANATION:** This ordinance will grant a variance to delay installation of sidewalk along 69th Avenue in front of the Holiday Inn Express now under construction near the Quad City International Airport.

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

| 4065-2013 | | |
|---|---|---|
| Council Member | Aye | Nay |
| Schoonmaker | | |
| Liddell | | |
| Acri | | |
| Knaack | | |
| Parker | | |
| Bender | | |
| Brown | | |
| Turner | | |
| Mayor Raes | | |

## RESOLUTIONS

**12. Council Bill/Resolution 1194-2013**

A Resolution authorizing the Mayor and City Clerk to extend the current agreement with Precedence, Inc. for professional services related to the Employee Assistance Program (EAP) for a three year period commencing January 1, 2014.

**EXPLANATION:** Precedence, Inc. has handled the City's employee assistance program for the past 21 years. The services provided by Precedence are highly regarded by employees and their families with approximately 35 individuals receiving counseling through the program each year. In addition to counseling services, Precedence also provides a 24-hour emergency phone number, referrals to other resources or care providers, employee and management training, and workplace intervention and conciliation services. The term of this agreement is from January 1, 2014 through December 31, 2016.

| 1194-2013 | | |
|---|---|---|
| Council Member | Aye | Nay |
| Schoonmaker | | |
| Liddell | | |
| Acri | | |
| Knaack | | |
| Parker | | |
| Bender | | |
| Brown | | |
| Turner | | |
| Mayor Raes | | |

**FISCAL IMPACT:** Budgeted in account number 010-0526-415.03-61
**PUBLIC NOTICE/RECORDING:** N/A

## MISCELLANEOUS BUSINESS

## PUBLIC COMMENT

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

## EXECUTIVE SESSION

Council Bill/General Ordinance No. 3062-2013
Sponsor _____

AN ORDINANCE

AMENDING Chapter 8, "BUILDINGS AND OTHER CONSTRUCTION AND BUILDING SERVICES," of the Moline Code of Ordinances, by repealing said chapter in its entirety and enacting in lieu thereof one new Chapter 8 relating to the same subject matter.

---

WHEREAS, City staff has reviewed and made amendments to Chapter 8 of the Moline Code of Ordinances to adopt the following 2012 codes: International Building Code, International Residential Code, International Mechanical Code, International Fuel Gas Code, and International Property Maintenance Code; and the National Electrical Code, 2011 Edition, and International Code Council Electrical Code Administrative Provisions, 2012 Edition; and

WHEREAS, this project was done in conjunction with other local municipalities in an effort to standardize the codes in this area; and

WHEREAS, staff also reviewed the remainder of Chapter 8 and made minor updates and changes where applicable.

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

**Section 1** – That Chapter 8, "BUILDINGS AND OTHER CONSTRUCTION AND BUILDING SERVICES," of the Moline Code of Ordinances, is hereby amended by repealing said chapter in its entirety and enacting in lieu thereof one new Chapter 8, "BUILDINGS AND OTHER CONSTRUCTION AND BUILDING SERVICES," which shall read as follows:

*(See Attached).*

**Section 2** – That this ordinance shall be in full force and effect from and after passage, approval, and if required, publication in the manner provided for by the law.

CITY OF MOLINE, ILLINOIS

_____
Mayor

_____
Date

Passed: _____
Approved: _____
Attest: _____
City Clerk
Approved as to Form:

_____

City Attorney

# CHAPTER 8

# BUILDINGS AND OTHER CONSTRUCTION AND BUILDING SERVICES

**Art. I. Division of Inspections**
- **Div. 1. In General, §8-1100 - §8-1105**
- **Div. 2. Inspector Positions Created; Employment; Responsibility; Qualifications, §8-1200 - §8-1210**
- **Div. 3. Appeals Boards, §8-1300 - §8-1305**
- **Div. 4. Licensing, §8-1400 - §8-1408**
- **Div. 5. Certificates of Occupancy, §8-1500**

**Art. II. Building and Residential Codes**
- **Div. 1. Moline Building Code, §8-2100 - §8-2101**
- **Div. 2. Moline Residential Code, §8-2200 - §8-2201**

**Art. III. Mechanical Code**
- **Div. 1. Moline Mechanical Code, §8-3100 - §8-3101**
- **Div. 2. Moline Fuel Gas Code, §8-3200 - §8-3201**

**Art. IV. Property Maintenance Code, §8-4100 - §8-4102**

**Art. V. Plumbing Code, §8-5100 - §8-5102**

**Art. VI. Electrical Code, §8-6100 - §8-6102**

**Art. VII. Miscellaneous**
- **Div. 1. Privately Owned Swimming Pools, §8-7100 - §8-7112**
- **Div. 2. Rental Housing Inspection Program, §8-7200 - §8-7208**
- **Div. 3. Emergency Radio System Coverage, §8-7300 - §8-7309**
- **Div. 4. Filling and Grading Requirements, §8-7400 - §8-7403**

## ARTICLE I. DIVISION OF INSPECTIONS

## DIVISION 1. IN GENERAL

### SEC. 8-1100. CREATED; PURPOSE.

There is hereby created the building division. The purpose of the building division shall be to administer and enforce the building, plumbing, electrical, mechanical, and housing codes of the City of Moline and such other codes and ordinances of the City as may be provided from time to time by ordinance and to administer and enforce public health ordinances of the City of Moline, and to assist in the enforcement of zoning, subdivision and fire codes.

### SEC. 8-1101. POSITION OF BUILDING OFFICIAL CREATED; APPOINTMENT; RESPONSIBILITY; QUALIFICATIONS.

There is hereby created the position of building official which position shall be the head of the building division. The building official shall be appointed by the city administrator or designee thereof with the advice and consent of the City Council and may be dismissed by the city administrator at any time in accordance with the provisions of this Code for the removal of officers set forth in Sec. 2-3202(c)(8). The building official shall be responsible for the administration, direction, and supervision of the building division and its personnel; actively participate in actual field inspection work; and carry out such other functions as may be assigned from time to time by the city administrator, City Council, or by ordinance. The individual appointed to the position of building official shall be a person skilled in the field of building construction by education, training, and experience including a

minimum of ten (10) years experience in building construction or an equivalent combination of education, training and experience.

Any references to the building official throughout this chapter shall also be construed to mean code manager, and references to code manager shall also be construed to mean building official.

## SEC. 8-1102. PERSONNEL; QUALIFICATIONS.

(a) The building division shall consist of the building official; the building, plumbing, electrical, mechanical, health and housing inspectors; and such clerical help and assistants as the City Council shall authorize from time to time. Position titles of personnel at the time of creation of the division or at the time a function was transferred to the division shall remain unchanged until such positions are vacated by such personnel; and thereafter such position titles and grade classifications may be changed in accordance with the applicable provisions of the City Code.

(b) When vacant positions occur in the building division, the city administrator or designee thereof shall employ personnel to fill such positions in the manner provided by the City Code. When filling vacant positions, the city administrator shall employ individuals with sufficient skill and knowledge by education, training, and experience to adequately carry out the responsibilities of the division. As guidance in filling vacant positions, the city administrator shall use the qualifications set forth in the job description then current for said positions.

(c) Nothing in this section shall prevent the city administrator or the City Council from combining any of the positions listed hereinabove provided the appropriate licensure and experience are still obtained.

## SEC. 8-1103. VIOLATION PENALTY.

Violation of any provision of this chapter shall be punishable as provided in Section 1-1107 of the Moline Code of Ordinances.

## SEC. 8-1104. INJUNCTION; CITY ATTORNEY.

The city attorney is hereby authorized to seek, in addition to any penalty or punishment provided for by Sec. 8-1103, injunctive relief to abate violations of this chapter as authorized by 65 ILCS 5/11-13-15 and 65 ILCS 5/11-31-1 to 5/11-31-2, or any other pertinent authorization.

## SEC. 8-1105. SAVINGS CLAUSE.

If any section, subsection, sentence, clause, or phrase of this chapter is, for any reason, held to be invalid or unconstitutional, such decision shall not affect the validity or constitutionality of the remaining portions of this chapter. The City Council hereby declares that it would have passed this irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared unconstitutional.

# DIVISION 2. INSPECTOR POSITIONS CREATED; EMPLOYMENT; RESPONSIBILITY; QUALIFICATIONS

## SEC. 8-1200. EMPLOYMENT OF ENVIRONMENTAL HEALTH SPECIALIST.

(a) The environmental health specialist shall be under the direct supervision of the building official, who shall have authority to designate other persons in the building division to assist in the performance of or to perform some of the duties listed below. Said building official shall employ the person to fill such position after the applicant is interviewed in accordance with the City of Moline Recruitment and Selection Policy and applicable collective bargaining agreements, if any so apply.

(b) **Duties:** The environmental health specialist shall have the following duties and responsibilities, and shall also be known as the health inspector, the health authority, and sanitarian if such terms appear elsewhere in this Code:

(1) the enforcement of food service sanitation and food handling regulations contained in Chapter 14;

(2) the review of state and federal laws dealing with public health and recommendations to the city administrator or designee thereof regarding same;

(3) the coordination of public health programs of the City with those of neighboring cities and with the State of Illinois and the County of Rock Island Departments of Public Health;

(4) other duties as assigned by the city administrator or designee thereof, the City Council, or ordinance.

(c) **Inspection; Right of Entry; Enforcement Powers.**

(1) The environmental health specialist, in the performance of the duties of the position, shall be required to inspect private and public property and business records when called for by this Code or when the environmental health specialist or one with authority has reasonable cause to believe that there exists in any building or upon any premises any condition constituting a danger to the public health or a violation of this Code.

(2) Therefore, the environmental health specialist or one with authority shall have the right to enter any building or premises at all reasonable times to perform such inspections; provided, if such building or premises be occupied, said officer shall first present proper credentials and request entry; and provided, if such building or premises be unoccupied, said officer shall first make a reasonable effort to locate the owner or other persons having charge or control of the building or premises and request entry. If such entry is refused, the environmental health specialist or one with authority shall have recourse to every remedy provided by law to secure entry. When the environmental health specialist or one with authority has obtained an administrative search warrant or other remedy provided by law to secure entry, no person shall fail or neglect to permit prompt entry after identification of the environmental health specialist and presentation of such warrant or remedy for the purpose of making such inspection.

(3) Nothing in subsection (b) above shall be construed to require a warrant where the common law would not require one (i.e., search incident to lawful arrest, hot pursuit, recognized emergencies where destruction of contraband or evidence is imminent, search without entry, etc.).

(4) The environmental health specialist or one with authority shall have the power to issue any order, notice of violation, or notice to abate public nuisance or revoke a permit or to seize any contraband where expressly provided elsewhere in this Code.

(d) **Police Powers.** The environmental health specialist, or one acting with authority, shall be vested with powers of a police officer in the performance of the powers set forth in this article and shall cause all buildings and premises or their contents to be kept in a sanitary condition or to be closed or the occupant quarantined or removed.

## SEC. 8-1201. EMPLOYMENT OF PLUMBING INSPECTOR.

The plumbing inspector shall be under the direct supervision of the building official. Said building official shall employ the person to fill such position after the applicant is interviewed in accordance with the City of Moline Recruitment and Selection Policy and applicable collective bargaining agreements, if any so apply.

## SEC. 8-1202. POSITION CREATED; COMBINATION INSPECTOR – PLUMBING I.

There is hereby created within the building division the position of combination inspector – plumbing I, who shall be under the direct supervision of the building official. Said building official shall employ the person to fill such position after the applicant is interviewed in accordance with the City of Moline Recruitment and Selection Policy and applicable collective bargaining agreements, if any so apply.

## SEC. 8-1203. EMPLOYMENT OF ELECTRICAL INSPECTOR.

The electrical inspector shall be under the direct supervision of the building official. Said building official shall employ the person to fill such position after the applicant is interviewed in accordance with the City of Moline Recruitment and Selection Policy and applicable collective bargaining agreements, if any so apply.

## SEC. 8-1204. POSITION CREATED; COMBINATION INSPECTOR – ELECTRICAL II.

There is hereby created within the building division the position of combination inspector – electrical II, who shall be under the direct supervision of the building official. Said building official shall employ the person to fill such position after the applicant is interviewed in accordance with the City of Moline Recruitment and Selection Policy and applicable collective bargaining agreements, if any so apply.

## SEC. 8-1205. EMPLOYMENT OF MECHANICAL INSPECTOR.

The mechanical inspector shall be under the direct supervision of the building official. Said building official shall employ the person to fill such position after the applicant is interviewed in accordance with the City of Moline Recruitment and Selection Policy and applicable collective bargaining agreements, if any so apply.

## SEC. 8-1206. EMPLOYMENT OF BUILDING INSPECTOR.

The building inspector shall be under the direct supervision of the building official. Said building official shall employ the person to fill such position after the applicant is interviewed in accordance with the City of Moline Recruitment and Selection Policy and applicable collective bargaining agreements, if any so apply.

## SEC. 8-1207. POSITION CREATED; COMBINATION INSPECTOR – BUILDING I.

There is hereby created within the building division the position of combination inspector – building I, who shall be under the direct supervision of the building official. Said building official shall employ the person to fill such position after the applicant is interviewed in accordance with the City of Moline Recruitment and Selection Policy and applicable collective bargaining agreements, if any so apply.

## SEC. 8-1208. INSPECTOR QUALIFICATIONS.

The inspector of a specific trade shall possess the training, experience, education and license(s) called for by the job description for said position.

## SEC. 8-1209. INSPECTOR DUTIES IN GENERAL.

It shall be the duty of the inspector to perform skilled field work in securing compliance with ordinances and regulations governing existing and new buildings and other construction regulated by the adopted codes for the appropriate trades and related work as required.

## SEC. 8-1210. NEIGHBORHOOD IMPROVEMENT OFFICER.

(a) The neighborhood improvement officer shall be under the direct supervision of the city attorney after the applicant for said position is interviewed in accordance with the City of Moline Recruitment and Selection Policy and applicable collective bargaining agreements, if any so apply.

(b) **Qualifications of Neighborhood Improvement Officer.** The neighborhood improvement officer shall possess the training, experience, and education called for by the job description for said position.

(c) **Inspection; Right of Entry.** The neighborhood improvement officer, under the authority of the building official, is authorized to enter the structure or premises at reasonable times to inspect subject to constitutional restrictions on unreasonable searches and seizures. If entry is refused or not obtained, the neighborhood improvement officer is authorized to pursue recourse as provided by law.

(d) **Duties.** The neighborhood improvement officer shall have the following duties and responsibilities:

(1) prevent, enforce and abate violations of the housing, nuisance, vegetation, zoning and sign codes;

(2) serve as the City's liaison to neighborhood groups and residents in identification of housing, nuisance, vegetation, zoning and sign code issues and resolution of said issues;

(3) administer the weed and noxious vegetation program of the City;

(4) perform skilled field work in securing compliance with ordinances and regulations governing property maintenance codes and related work as required;

(5) schedule and coordinate cases involving violations of this Chapter as well as violations of the zoning and sign codes brought before the code hearing officer and the circuit court and prosecute cases before the code hearing officer.

# DIVISION 3. APPEALS BOARDS

## SEC. 8-1300. BUILDING BOARD OF APPEALS.

(a) **Jurisdiction**. In order to determine the suitability of alternate materials and methods of construction that still meet the intent and requirements of the building codes and to provide for reasonable interpretations of the building codes, there shall be and is hereby created a building board of appeals.

(b) **Membership**. Said board shall consist of seven (7) members appointed by the mayor with the advice and consent of the City Council. One (1) member shall be a licensed architect; one (1) member shall be a structural, metallurgical, or hydraulic engineer; one (1) member shall be a heavy construction contractor licensed as a general contractor; and two (2) members shall be construction contractors licensed as general contractors. In addition, the code manager shall be an ex officio member and shall act as secretary of the board. The ex officio member shall not be entitled to vote on matters before the board. Each appointed member shall serve a staggered term of four (4) years and they shall hold office until their successors are appointed and qualify. Said board is a continuation of the current building commission, and the staggering of terms shall follow the current practice.

(c) **Rules and decisions**. The board shall adopt reasonable rules and regulations for conducting its investigations and shall render all decisions and findings in writing to the code manager with a duplicate copy to the appellant.

(d) **Appeals**. Any owner or agent thereof not in accord with a decision of the code manager shall have the right to appeal from such order or ruling to the board of appeals within five (5) days after written notice of such order or ruling shall have been served upon the person or persons required to be served. Such appeal shall be in writing and shall set forth the order of ruling from which the appeal is taken and shall set forth the remedy sought and reasons justifying the granting of said remedy. Said appeal shall be filed with the code manager; and, upon its filing, the application for permit, plans and specifications submitted therewith, inspection records, and any other material contained in the permit file shall be considered part of the official record. No appeal shall be considered unless timely filed.

## SEC. 8-1301. PROPERTY MAINTENANCE APPEALS BOARD.

(a) In order to provide for reasonable interpretation of the provisions of the International Property Maintenance Code, to mitigate specific provisions of the International Property Maintenance Code that create practical difficulties in their enforcement, and to hear appeals provided for hereunder, there is hereby created a property maintenance appeals board consisting of five (5) members, who are qualified by experience and training to pass upon matters pertaining to construction and who are not employees of the City. The board shall consist of one (1) practicing attorney, one (1) licensed architect or engineer, one (1) organized neighborhood association board member, one (1) multiple property owner, and one (1) Illinois realtor. The code manager shall be an ex officio member of and shall act as secretary to said board, but shall have no vote on any matter before the board. The board shall be appointed by the mayor and shall hold office at said mayor's pleasure. The board shall adopt reasonable rules and regulations for conducting its business and shall render all decisions and findings in writing to the appellant with a copy to the code manager. Appeals to the board shall be processed in accordance with the provisions contained in this Code. Copies of all rules or regulations adopted by the board shall be delivered to the code manager, who shall make them freely accessible to the public.

(b) Each appointed member shall serve a staggered term of three (3) years, and they shall hold office until their successors are appointed and qualify. Said board is a continuation of the housing advisory and appeals board, and the staggering of terms shall follow the current practice.

## SEC. 8-1302. MECHANICAL APPEALS BOARD.

(a) In order to determine the suitability of alternate materials and methods of construction and to provide reasonable interpretations of this Code, there shall be and hereby is created the mechanical board of appeals consisting of five (5) members who are qualified by experience and training to pass upon matters pertaining to mechanical design, construction and maintenance and the public health aspects of mechanical systems and who are not employees of the City. The building official shall be an ex officio member of and shall act as secretary to said board. The mechanical board of appeals shall be appointed by the mayor. The board shall adopt reasonable rules of procedure for conducting its business and shall render all decisions and findings in writing to the appellant with a duplicate copy to the building official.

(b) The term of office for members of the mechanical board of appeals shall be two (2) years, and they shall hold office until their successors are appointed and qualify. Said board is a continuation of the current heating and air conditioning board, and the staggering of terms shall follow the current practice.

## SEC. 8-1303. PLUMBING APPEALS BOARD.

(a) In order to determine the suitability of alternate materials and methods of construction and to provide for reasonable interpretations of the plumbing code, there shall be and hereby is created a plumbing appeals board consisting of five (5) members who are qualified by experience and training to pass upon plumbing matters and who are not employees of the City. The building official shall be an ex officio member of and shall act as secretary to said board. The members of said board shall be appointed by the mayor. The board shall adopt reasonable rules of procedure for conducting its business and shall render all decisions and findings in writing to the appellant with a duplicate copy to the building official.

(b) The term of office for members of the plumbing appeals board shall be two (2) years, and they shall hold office until their successors are appointed and qualify. Said board is a continuation of the current plumbing board and the staggering of terms shall follow the current practice.

## SEC. 8-1304. ELECTRICAL APPEALS BOARD.

(a) In order to determine the suitability of alternate materials and methods of construction and to provide for reasonable interpretations of the electrical code, there shall be and hereby is created an electrical appeals board consisting of five (5) members who are qualified by experience and training to pass upon electrical matters and who are not employees of the City. The building official shall be an ex officio member of and shall act as secretary to said board. The members of said board shall be appointed by the mayor. The board shall adopt reasonable rules of procedure for conducting its business and shall render all decisions and findings in writing to the appellant with a duplicate copy to the building official.

(b) The term of office for members of the electrical appeals board shall be three (3) years, and they shall hold office until their successors are appointed and qualify. Said board is a continuation of the current electrical commission, and the staggering of terms shall follow the current practice.

## SEC. 8-1305. COMPENSATION OF MEMBERS.

The members of the various appeals boards provided for in Sections 8-1300 through 8-1304 shall serve without compensation but may receive reimbursement for reasonable expenditures made in the performance of their duties, if such reimbursement is provided for in the annual budget of the City.

# DIVISION 4. LICENSING

## SEC. 8-1400. GENERAL CONTRACTOR LICENSE.

(a) Any person, firm or corporation desiring to engage in the business of general contracting in the City of Moline shall file with the building inspector, to be approved by the building official, a license/permit bond in the penal sum of five thousand dollars ($5,000.00) conditioned on the faithful performance of all of the provisions of this Code and for all work performed under the license sought. Such surety is to be a company authorized to transact business in the State of Illinois. This shall be a continuing bond until canceled by notice. The surety shall have the right to cancel this bond for future liability upon sixty (60) days written notice to the City of Moline building official.

(b) Said person, firm or corporation engaging in the business of general contracting in the City of Moline also shall register annually with the building official and no such person, firm or corporation shall engage in such business unless and until so registered. Registration shall consist of providing the business name of the person, firm or corporation; the legal name; the address of the business; the telephone number, if any; and the names and addresses of representatives, officers, or employees authorized to obtain permits in the business name.

(1) Proof of liability insurance acceptable to the office of the building official in the type and amount listed below:

Each applicant wishing registration as a contractor in the City of Moline shall obtain and maintain for the duration of such registration, public liability and property damage insurance in the minimum amount and form as hereby specified: $100,000.00 for each occurrence of property damage; and $300,000.00 for each occurrence of personal injury or bodily harm. Such policy shall provide that it cannot be cancelled except upon written notification to the office of the building official at least thirty (30) days prior to the date of cancellation. Proof shall be a certificate of insurance; and

(2) Proof that the applicant has obtained workers' compensation insurance or that the applicant is an approved self-insurer of workers' compensation. Proof shall be either the Certificate of Insurance from the insurance provider or the Certificate of Approval as a self-insurer issued by the Illinois Workers Compensation Commission.

If an applicant is a sole proprietorship or partnership and the applicant has no employees, the applicant shall not be required to provide proof of workers' compensation insurance. Such applicant's application shall include a sworn statement that said applicant has no employees.

(c) The annual fee for registering shall be seventy-five dollars ($75.00) and registration shall be valid for a one-year period commencing on May 1.

(d) A "general contractor" shall be taken to be any person, firm, partnership or corporation employed directly by any firm, person, partnership or corporation, who erects or reconstructs any building or parts thereof. A person engaged in any branch of building construction for which a license/permit bond is not required by ordinance shall be exempted from giving such bond under this section.

## SEC. 8-1401. ELECTRICAL CONTRACTOR LICENSE.

(a) As used in this chapter, the term "electrical contractor" shall mean and include any person engaged in the business of installing, erecting or repairing, or contracting to install, erect or repair electrical equipment.

(b) Except as provided in subsection (c), before any person shall engage in the business of electrical contracting in the City, and before any person now engaged in that business or any class thereof shall continue in the business of electrical contracting, such person shall be required to register with the City.

(c) The following persons shall not be required to register as an electrical contractor pursuant to subsection (b) nor shall they be required to pay a registration fee:

(1) Electricians employed by an electrical contractor to perform or to supervise electrical work;

(2) Persons performing electrical work in their own domiciles; however, the code manager shall require a sufficient display of electrical experience of a practical and elementary character so as to test their knowledge and qualifications of the electrical work to be done in the interest of safeguarding life and property.

(d) An electrical contractor who has registered as same in any city or village in the State of Illinois shall be required to register and pay a fifty dollar ($50.00) administrative filing fee to engage in electrical contracting in the City of Moline. The annual fee shall be valid for a period commencing on May 1 to April 30 of the following year, and shall remain in force and effect for that period of time, unless revoked for cause. An individual who presents an electrical license from another city in Illinois will not be required to provide proof of the Master Block Test, but will be required to submit an affidavit verifying a minimum of five (5) years as an electrical contractor.

(e) Any person who first shall have filed proper application and later shall have satisfactorily passed an examination, as required by this division, shall be entitled to receive a license to do electrical work and to register as an electrical contractor and engage in the business of electrical contracting.

(f) The registration of an electrical contractor, as required by this division, shall be made in writing to the code manager stating the name and place of business of the applicant and the name of the representative of the applicant who will act as supervisor of the work to be done under the registration. The application shall be accompanied by a satisfactory affidavit that the applicant or representative thereof passed the master's examination through Thomson Prometric, 1260 Energy Lane, St. Paul, MN 55108, 1-(800)-280-3926 or the International Code Council National Contractor Trades Examination Program, Standard Master Electrician exam only, 900 Montclair Road, Birmingham, AL 35213, 1-888-422-7233, www.iccsafe.org/contractor. Applicant must have tested and passed the master's examination and provided proof of passing grade. The passing test results are not subject to expiration as long as the individual is active in the electrical trade and submits an affidavit verifying a minimum of five (5) years electrical experience.

(g) Before any license required by this chapter is issued, the applicant therefor shall furnish a license/permit bond in the penal sum of five thousand dollars ($5,000.00). The bond shall be conditioned upon the faithful performance of the applicant's work in accordance with the provisions of this Code and for all work performed under the license sought. Such surety is to be a company authorized to do business in the State of Illinois. This shall be a continuing bond until canceled by notice. The surety shall have the right to cancel this bond for future liability upon sixty (60) days written notice to the code manager.

(h) The annual fee for registering an electrical contractor pursuant to this division shall be fifty dollars ($50.00) and shall be valid for an annual period commencing on May 1 to April 30 of the following year, and shall remain in force and effect for that period of time, unless revoked for cause.

(i) Said person, firm or corporation engaging in the business of electrical contracting in the City of Moline shall provide proof of insurance to the code manager in the type and amounts listed below:

(1) Proof shall be a certificate of insurance for public liability and property damage insurance in the minimum amount and form as hereby specified: $100,000.00 for each occurrence of property damage; and $300,000.00 for each occurrence of personal injury or bodily harm. Such policy shall provide that it cannot be cancelled except upon written notification to the code manager at least thirty (30) days prior to the date of cancellation.

(2) Proof that the applicant has obtained workers' compensation insurance or that the applicant is an approved self-insurer of workers' compensation shall be either the certificate of insurance from the insurance provider or the certificate of approval as a self-insurer issued the Illinois Workers Compensation Commission.

If an applicant is a sole proprietorship or partnership and the applicant has no employees, the applicant shall not be required to provide proof of workers' compensation insurance. Such applicant's application shall include a sworn statement that said applicant has no employees.

(j) No person permitted to register under the provisions of this division shall install or repair electrical equipment for electric light, heat, or power purposes after the expiration of the registration or after the registration shall have been revoked pursuant to this division, unless the registration or renewal thereof shall have been received.

(k) A license required by this division is prohibited from being loaned, rented, assigned, or transferred.

## SEC. 8-1402. MECHANICAL CONTRACTOR LICENSE.

(a) It shall be unlawful for any person to install, erect, alter, repair, service, reset or replace any system or parts or appurtenances thereto, regulated by the mechanical code unless such person or some member of the firm or corporation shall first have obtained a mechanical license pursuant to this division, or unless such person or the firm or corporation has regularly and steadily in said person, firm or corporation's employ a holder of a mechanical license, who shall be the authorized representative of the person, firm or corporation in all matters pertaining to this chapter.

(b) The owner-occupant of a single dwelling house may, with the assistance of any member of said owner-occupant's family and household, personally carry on in said house, any work governed by this chapter without the license required by subsection (a); however, the owner-occupant shall obtain a permit for any such work and shall call for an inspection as provided in this chapter.

(c) The eligibility of an applicant for a mechanical contractor license shall be of legal age to conduct business in the State of Illinois, and shall have a minimum of five (5) years experience in mechanical work under the supervision of a licensed mechanical contractor, or shall be a graduate mechanical engineer having not less than one (1) year experience in mechanical construction. Five (5) years experience may be reduced to one (1) year providing the applicant has satisfactorily completed a course of study, such as four (4) years apprenticeship or its equal, as determined and recognized by the mechanical board, pertaining to his/her mechanical license.

(d) The license required by this article shall be issued only to an individual, and not to a corporation or firm.

(e) A mechanical contractor who has registered as same in any city or village in the State of Illinois shall be required to register and pay a fifty dollar ($50.00) administrative filing fee to engage in mechanical contracting in the City of Moline. The annual fee shall be valid for a period commencing on May 1 to April 30 of the following year, and shall remain in force and effect for that period of time, unless revoked for cause. An individual who presents a mechanical license from another city in Illinois will not be required to provide proof of testing, but will be required to submit an affidavit verifying a minimum of five (5) years as a mechanical contractor.

(f) Any person who first shall have filed proper application and later shall have satisfactorily passed an examination, as required by this division, shall be entitled to receive a license to do mechanical work and to register as a mechanical contractor and engage in the business of mechanical contracting.

(g) The registration of a mechanical contractor, as required by this division, shall be made in writing to the code manager stating the name and place of business of the applicant and the name of the representative of the applicant who will act as supervisor of the work to be done under the registration. The application shall be accompanied by a satisfactory affidavit that the applicant or representative thereof passed the master's mechanical examination through Thomson Prometric, 1260 Energy Lane, St. Paul, MN 55108, 1-(800)-280-3926 or the International Code Council National Contractor Trades Examination Program, Standard Master Mechanical exam only, 900 Montclair Road, Birmingham, AL 35213, 1-888-422-7233, www.iccsafe.org/contractor. Applicant must have tested and passed the master's mechanical examination and provided proof of passing grade. The passing test results are not subject to expiration as long as the individual is active in the mechanical trade and submits an affidavit verifying a minimum of five (5) years mechanical experience.

(h) Before any license required by this chapter is issued, the applicant therefor shall furnish a license/permit bond in the penal sum of five thousand dollars ($5,000.00). The bond shall be conditioned upon the faithful performance of the applicant's work in accordance with the provisions of this Code and for all work performed under the license sought. Such surety is to be a company authorized to do business in the State of Illinois. This shall be a continuing bond until canceled by notice. The surety shall have the right to cancel this bond for future liability upon sixty (60) days written notice to the code manager.

(i) The annual fee for registering a mechanical contractor pursuant to this division shall be fifty dollars ($50.00) and shall be valid for an annual period commencing on May 1 to April 30 of the following year, and shall remain in force and effect for that period of time, unless revoked for cause.

(j) Said person, firm or corporation engaging in the business of mechanical contracting in the City of Moline shall provide proof of insurance to the code manager in the type and amounts listed below:

(1) Proof shall be a certificate of insurance for public liability and property damage insurance in the minimum amount and form as hereby specified: $100,000.00 for each occurrence of property damage; and $300,000.00 for each occurrence of personal injury or bodily harm. Such policy shall provide that it cannot be cancelled except upon written notification to the code manager at least thirty (30) days prior to the date of cancellation.

(2) Proof that the applicant has obtained workers' compensation insurance or that the applicant is an approved self-insurer of workers' compensation shall be either the certificate of insurance from the insurance provider or the certificate of approval as a self-insurer issued the Illinois Industrial Commission.

If an applicant is a sole proprietorship or partnership and the applicant has no employees, the applicant shall not be required to provide proof of workers' compensation insurance. Such applicant's application shall include a sworn statement that said applicant has no employees.

(k) No person permitted to register under the provisions of this division shall install or repair mechanical equipment after the expiration of the registration or after the registration shall have been revoked pursuant to this division, unless the registration or renewal thereof shall have been received.

(l) A license required by this division is prohibited from being loaned, rented, assigned, or transferred.

## SEC. 8-1403. PLUMBING LICENSE.

No person shall be allowed to do plumbing or receive a permit therefor within the City of Moline unless and until licensed as a plumber under the Plumbing License Law (225 ILCS 320/1 *et seq.*), or unless exempted from the licensing requirements of said law. In order to obtain a plumbing permit, the person applying therefor shall post a State of Illinois plumbing license for the business or corporation and a State of Illinois plumbing license for the individual holding a plumbing license who shall be an officer of the business or corporation.

## SEC. 8-1404. ROOFING CONTRACTOR LICENSE.

No person shall be allowed to engage in the business of roofing contractor or receive a permit to perform such work within the City of Moline unless and until licensed or certified as a roofing contractor under the Roofing Industry Licensing Act (225 ILCS 335/1 *et seq.*), or unless exempted from the licensing requirements of said Act, and shall follow the registration and licensing requirements for a general contractor.

## SEC. 8-1405. SEWER SERVICE AND MAINTENANCE BUSINESS LICENSE.

(a) "Service and maintenance business" for purposes of this chapter shall mean the trade, practice, performance for valuable consideration, or occupation of cleaning sewer laterals and mains and septic systems by mechanical, hydraulic, or other means.

(b) No person shall engage in the service and maintenance business unless and until such person or the firm by whom such person is employed is registered with the building official, and no permit will be issued for such work unless so registered.

(c) A person registering as a service and maintenance business shall provide the business name, the legal name, the address, and telephone number, if any, of the person, firm, or corporation registering hereunder. In addition, such person shall provide the names and addresses of representatives, officers, or employees authorized to obtain permits in the business name.

(d) The annual fee for registration pursuant to this division shall be fifty dollars ($50.00). Such registration shall be valid for one (1) year commencing on May 1 of each year.

(e) In order to obtain a license, the person applying therefor must post a license/permit bond in the penal sum of five thousand dollars ($5,000.00) conditioned upon the faithful performance of the applicant's work in accordance with all laws of the state and the City relating to plumbing or service and maintenance work and for all work performed under the license sought. Such surety is to be a company authorized to do business in the State of Illinois. This shall be a continuing bond until canceled by notice. The surety shall have the right to cancel this bond for future liability upon sixty (60) days written notice to the building official.

(f) Said person, firm or corporation engaging in the business of sewer cleaning in the City of Moline shall provide proof of insurance to the building official in the type and amounts listed below:

(1) Proof shall be a certificate of insurance for public liability and property damage insurance in the minimum amount and form as hereby specified: $100,000.00 for each occurrence of property damage; and $300,000.00 for each occurrence of personal injury or bodily harm. Such policy shall provide that it cannot be cancelled except upon written notification to the building official at least thirty (30) days prior to the date of cancellation.

(2) Proof that the applicant has obtained workers' compensation insurance or that the applicant is an approved self-insurer of workers' compensation shall be either the certificate of insurance from the insurance provider or the certificate of approval as a self-insurer issued the Illinois Workers Compensation Commission.

If an applicant is a sole proprietorship or partnership and the applicant has no employees, the applicant shall not be required to provide proof of workers' compensation insurance. Such applicant's application shall include a sworn statement that said applicant has no employees.

## SEC. 8-1406. LICENSE AND REGISTRATION NOT TRANSFERABLE.

No license or registration required by this division is transferable or assignable, and no license or registration may be loaned or rented to any person, and a license or registration must be in the possession of the person to whom said license or registration was issued or be surrendered to the City.

## SEC. 8-1407. CHANGE OF STATUS.

Whenever a designated representative of an electrical, mechanical or plumbing contractor severs a relationship with an electrical, mechanical or plumbing contractor, or a general contractor revokes an agency agreement to allow persons to take out permits in the licensee's name, or an electrical, mechanical or plumbing licensee severs a relationship with a firm engaging in such work, the electrical contractor, mechanical contractor, plumbing contractor, or general contractor, engaging in such work shall immediately notify the building official in writing and designate new representatives, if any, if required to engage in work within the City.

## SEC. 8-1408. SUSPENSION OR REVOCATION.

The respective board having authority to examine applicants or the building official, if no board has such authority, shall have the authority to suspend or revoke for cause, any license or registration granted under this division for a violation of this chapter, after due hearing and upon notice to the party charged. The notice shall be in writing and served by registered mail to the party charged, and shall be not less than five (5) days prior to the hearing.

# DIVISION 5. CERTIFICATES OF OCCUPANCY

## SEC. 8-1500. CERTIFICATES OF OCCUPANCY.

(a) **Definitions**. As used in this section, the following terms shall have the meanings ascribed to them:

(1) **Certificate of Occupancy** means a certificate that states that all the permitted work was done in compliance with the approved construction documents, current code and that the building/structure may be occupied.

(2) **Certificate of Occupancy Deposit** means a refundable security deposit that is required for all new commercial and residential buildings, additions, remodels, changes of “occupancy” use or other structures that are intended to be occupied for either private or public use.

(3) **Inspection Request** means notification from the building permit holder to the code manager or his designee that the work is ready for inspection. It shall be the duty of the permit holder to provide access to and means for inspections of such work that are required by the building code.

(4) **International Building Code** means a building code that has provisions that apply to all structures with three or more dwellings, non-habitable structures and all commercial buildings.

(5) **International Residential Code** means a building code that has provisions that apply to all one and two-family dwellings and multiple single-family dwellings (townhouses) not more than three stories in height with separate means of egress and any accessory structures.

(6) **Permit** means an official document issued by the authority having jurisdiction which authorizes performance of a specified activity.

(7) **Permit Extension** means an extension of time, not to exceed 180 days, to complete the permitted project.

(8) **Required Inspections** means mandatory inspections as outlined (in the building and residential codes) on the permit card and based on the scope of the project.

(9) **Temporary Certificate of Occupancy** means that temporary occupancy may be permitted while non-life safety issues are being completed within a specified amount of time.

(b) **Certificate of Occupancy.**

(1) No building or structure shall be used or occupied, and no change in the existing occupancy classification of a building or structure or portion thereof shall be made until the code manager has issued a certificate of occupancy therefor as provided in the International Residential Code and International Building Code unless exempted as set forth in subsection (e) below.

(2) A certificate of occupancy shall be requested by the building permit holder prior to the expiration of the building permit and prior to occupancy for all new commercial and residential buildings, including additions and remodels of such buildings or structures.

(c) **Certificate of Occupancy Deposit.**

(1) All building permit applications that involve any new commercial and residential buildings, additions, remodels or other structures that are intended to be occupied for either private or public use shall be required to submit a certificate of occupancy deposit to the City prior to the issuance of a building permit. The permit holder is responsible for the certificate of occupancy deposit. All projects within the above scope of work are required to submit a deposit unless exempt by this code.

(2) The certificate of occupancy deposit amount shall be equal to 1% of the total valuation of the construction cost of the project or two hundred fifty dollars ($250.00), whichever is greater. A performance bond of equal or greater value may be posted in lieu of a cash deposit.

(3) The certificate of occupancy deposit shall be returned in full if all required final inspections have been completed and approved, including building, sidewalk, approaches, storm water compliance and landscaping requirements, and a request for a certificate of occupancy has been received prior to the building permit's expiration date.

(4) Once the certificate of occupancy has been issued prior to expiration of the building permit, the full deposit will be sent by form of a check to the building permit holder.

(5) If the permit holder fails to obtain a certificate of occupancy prior to the building permit's expiration date, the deposit shall be forfeited, unless a building permit renewal has been requested and granted prior to the expiration date.

(d) **Violation.** Violators of this ordinance requirement are subject to legal action by the City, including fines of up to $750 per day, per violation.

(e) **Exemptions.** The following building permits are exempt from the certificate of occupancy requirement:

(1) detached accessory structures;
(2) retaining walls;
(3) swimming pools, hot tubs, spas;
(4) fences;
(5) decks;
(6) staircases;
(7) open porches;
(8) signs;
(9) windows;

(10) doors;
(11) roofs;
(12) siding;
(13) demolition.

# ARTICLE II. BUILDING AND RESIDENTIAL CODES

## DIVISION 1. MOLINE BUILDING CODE.

### SEC. 8-2100. INTERNATIONAL BUILDING CODE ADOPTED.

The International Building Code, 2012 Edition, and all appendices, unless deleted, published therewith, as published by the International Code Council, is hereby adopted by reference as the "Moline Building Code," and is incorporated herein by reference thereto as if it were set out in haec verba. Three (3) copies of such Code shall be kept on file in the city clerk's office for inspection and shall remain on file therein for such purposes.

### SEC. 8-2101. AMENDMENTS TO THE BUILDING CODE.

The Moline Building Code adopted in this article by reference is hereby specifically amended as follows:

(a) **Section 101.1 Title.**

Insert "the City of Moline" for [NAME OF JURISDICTION].

(b) **Section 101.2.1 Appendices.**

Delete entire section and replace with:

**"Section 101.2.1 Appendices.**

The following appendices are hereby adopted; appendices not named herein do not apply:
C - Agricultural Buildings; E - Supplementary Accessibility Requirements; F - Rodent Proofing; G - Flood Resistant Construction; H - Signs; I - Patio Covers; J - Grading;
and one new Appendix K - Climatic and Geographic Design Criteria, which shall read as follows:

**Appendix K – Climatic and Geographic Design Criteria**

Unless otherwise approved by the building official, the following minimum basic design criteria shall be used:

| Roof Snow Load ($p_s$) pounds per square foot | Wind Speed (mph) | Seismic Design Category | Subject to damage from | | | | | Flood Hazards |
|---|---|---|---|---|---|---|---|---|
| | | | Weathering | Frost Line Depth | Termite | Decay | Winter Design Temp | |
| ($p_s$) = 30 psf, except that calculations for add'l drift loads shall use a ground snow load $p_g$ = 25 psf | 90 | 0(A) | Severe | 42 in. | Moderate to Heavy | Slight to Heavy | -4° F | FIRM |

(c) **Section 101.4.3 Plumbing.**

1. Delete the words "International Plumbing Code" and replace with "Moline Plumbing Code, as amended."

2. Delete the sentence reading: "The provisions of the International Private Sewage Disposal Code shall apply to private sewage disposal systems."

3. Add the sentence: "All references to the International Plumbing Code in this and all other adopted supporting codes are to be interpreted as meaning the Moline Plumbing Code, as amended, unless explicitly stated otherwise by this jurisdiction."

(d) **Section 101.4.5 Fire prevention.**

1. Add "and the Fire Code adopted by reference in Chapter 11 of the Moline Code of Ordinances" after "The provisions of the International Fire Code ..."

2. Add the sentence: "All references to the International Fire Code in this and all adopted supporting codes are to be interpreted as meaning the Fire Code adopted by reference in Chapter 11 of the Moline Code of Ordinances unless explicitly stated otherwise by this jurisdiction."

(e) **Section 101.4.6 Energy.**

Delete entire section.

(f) **Section 102.6 Existing structures.**

Change:

"…except as is specifically covered in this code, the International Property Maintenance Code, or the International Fire Code, or as is…"

to:

"…except as is specifically covered in this code, the International Property Maintenance Code, the International Fire Code, or the fire code adopted by reference in Chapter 11 of the Moline Code of Ordinances, or as is…"

(g) **Section 103 Department of Building Safety.**

Change "Department of Building Safety" to "building division"

(h) **Section 103.1 Creation of enforcement agency.**

Delete entire section and replace with:

**"103.1 Creation of enforcement agency**. The building division is responsible for enforcing the provisions of this code. The official in charge of the building division shall be known as the building official."

(i) **Section 104.8 Liability.**

Add to the beginning of the paragraph:

"Subject to Section 2-1109 of the Moline Code of Ordinances, . . ."

(j) **Section 109.2 Schedule of permit fees.**

Delete entire section and replace with:

**"Section 109.2 Schedule of permit fees.**

## TABLE 109.2 (1)

| ESTIMATED VALUATION | | | FEE |
|---|---|---|---|
| 1 | - | 500 | 24.00 |
| 500 | - | 600 | 27.00 |
| 601 | - | 700 | 31.00 |
| 701 | - | 800 | 35.00 |
| 801 | - | 900 | 38.00 |
| 901 | - | 1000 | 41.00 |
| 1,001 | - | 1100 | 45.00 |
| 1,101 | - | 1200 | 48.00 |
| 1,201 | - | 1300 | 52.00 |
| 1,301 | - | 1400 | 55.00 |
| 1,401 | - | 1500 | 58.00 |
| 1,501 | - | 1600 | 62.00 |
| 1,601 | - | 1700 | 65.00 |
| 1,701 | - | 1800 | 69.00 |
| 1,801 | - | 1900 | 72.00 |
| 1,901 | - | 2000 | 75.00 |
| 2,001 | - | 3000 | 89.00 |
| 3,001 | - | 4000 | 103.00 |
| 4,001 | - | 5000 | 117.00 |
| 5,001 | - | 6000 | 131.00 |
| 6,001 | - | 7000 | 144.00 |
| 7,001 | - | 8000 | 158.00 |
| 8,001 | - | 9000 | 172.00 |
| 9,001 | - | 10,000 | 186.00 |

| | | | |
|---|---|---|---|
| 10,001 | - | 11,000 | 200.00 |
| 11,001 | - | 12,000 | 214.00 |
| 12,001 | - | 13,000 | 227.00 |
| 13,001 | - | 14,000 | 241.00 |
| 14,001 | - | 15,000 | 255.00 |
| 15,001 | - | 16,000 | 270.00 |
| 16,001 | - | 17,000 | 285.00 |
| 17,001 | - | 18,000 | 300.00 |
| 18,001 | - | 19,000 | 315.00 |
| 19,001 | - | 20,000 | 330.00 |
| 20,001 | - | 21,000 | 345.00 |
| 21,001 | - | 22,000 | 359.00 |
| 22,001 | - | 23,000 | 374.00 |
| 23,001 | - | 24,000 | 389.00 |
| 24,001 | - | 25,000 | 404.00 |
| 25,001 | - | 26,000 | 415.00 |
| 26,001 | - | 27,000 | 425.00 |
| 27,001 | - | 28,000 | 435.00 |
| 28,001 | - | 29,000 | 446.00 |
| 29,001 | - | 30,000 | 456.00 |
| 30,001 | - | 31,000 | 466.00 |
| 31,001 | - | 32,000 | 477.00 |
| 32,001 | - | 33,000 | 487.00 |
| 33,001 | - | 34,000 | 497.00 |
| 34,001 | - | 35,000 | 508.00 |
| 35,001 | - | 36,000 | 518.00 |
| 36,001 | - | 37,000 | 529.00 |
| 37,001 | - | 38,000 | 539.00 |
| 38,001 | - | 39,000 | 549.00 |
| 39,001 | - | 40,000 | 560.00 |
| 40,001 | - | 41,000 | 570.00 |
| 41,001 | - | 42,000 | 580.00 |
| 42,001 | - | 43,000 | 591.00 |
| 43,001 | - | 44,000 | 601.00 |
| 44,001 | - | 45,000 | 611.00 |
| 45,001 | - | 46,000 | 622.00 |
| 46,001 | - | 47,000 | 632.00 |
| 47,001 | - | 48,000 | 642.00 |
| 48,001 | - | 49,000 | 653.00 |
| 49,001 | - | 50,000 | 663.00 |
| 50,001 | - | 51,000 | 670.00 |
| 51,001 | - | 52,000 | 677.00 |
| 52,001 | - | 53,000 | 684.00 |
| 53,001 | - | 54,000 | 691.00 |
| 54,001 | - | 55,000 | 698.00 |
| 55,001 | - | 56,000 | 704.00 |
| 56,001 | - | 57,000 | 711.00 |
| 57,001 | - | 58,000 | 718.00 |
| 58,001 | - | 59,000 | 725.00 |
| 59,001 | - | 60,000 | 732.00 |
| 60,001 | - | 61,000 | 740.00 |
| 61,001 | - | 62,000 | 748.00 |
| 62,001 | - | 63,000 | 756.00 |
| 63,001 | - | 64,000 | 764.00 |

| | | | |
|---|---|---|---|
| 64,001 | - | 65,000 | 772.00 |
| 65,001 | - | 66,000 | 780.00 |
| 66,001 | - | 67,000 | 788.00 |
| 67,001 | - | 68,000 | 796.00 |
| 68,001 | - | 69,000 | 805.00 |
| 69,001 | - | 70,000 | 813.00 |

Continue with $8.00 for each additional $1,000 or fraction thereof including $100,000.

$100,001 to $500,000 = $1054.00 for first $100,000, plus $5.00 for each additional $1,000 or fraction thereof including $500,000.

$500,001 to $1,000,000 = $3354.00 for first $500,000, plus $4.50 for each additional $1,000 or fraction thereof including $1,000,000.

$1,000,001 and up = $5942.00 for first $1,000,000 plus $3.00 for each additional $1,000 or fraction thereof.

**MOVING** any building ..... $115.00

**WRECKING**

Frame garage or accessory bldg/shed..... $28.00
House ..... $86.00
Commercial bldg, one story ..... $143.00
Plus $28.00 for each additional story over one story for commercial
Inground swimming pools ..... $28.00

## GRADING/FILLING PERMIT FEES

| ESTIMATED CUBIC YARDS | | | FEE |
|---|---|---|---|
| 1 | - | 50 | 28.00 |
| 51 | - | 100 | 49.00 |
| 101 | - | 200 | 70.00 |
| 201 | - | 300 | 90.00 |
| 301 | - | 400 | 111.00 |
| 401 | - | 500 | 132.00 |
| 501 | - | 600 | 152.00 |
| 601 | - | 700 | 173.00 |
| 701 | - | 800 | 194.00 |
| 801 | - | 900 | 215.00 |
| 901 | - | 1,000 | 235.00 |
| 1,001 | - | 2,000 | 253.00 |
| 2,001 | - | 3,000 | 270.00 |
| 3,001 | - | 4,000 | 287.00 |
| 4,001 | - | 5,000 | 304.00 |
| 5,001 | - | 6,000 | 322.00 |
| 6,001 | - | 7,000 | 339.00 |
| 7,001 | - | 8,000 | 356.00 |
| 8,001 | - | 9,000 | 373.00 |
| 9,001 | - | 10,000 | 391.00 |
| 10,001 | - | 20,000 | 466.00 |
| 20,001 | - | 30,000 | 542.00 |

| | | |
|---|---|---|
| 30,001 .....- | 40,000 | 618.00 |
| 40,001 .....- | 50,000 | 694.00 |
| 50,001 .....- | 60,000 | 770.00 |
| 60,001 .....- | 70,000 | 846.00 |
| 70,001 .....- | 80,000 | 922.00 |
| 80,001 .....- | 90,000 | 998.00 |
| 90,001 .....- | 100,000 | 1074.00 |
| 100,001 .....- | 110,000 | 1116.00 |
| 110,001 .....- | 120,000 | 1159.00 |
| 120,001 .....- | 130,000 | 1201.00 |
| 130,001 .....- | 140,000 | 1244.00 |
| 140,001 .....- | 150,000 | 1286.00 |
| 150,001 .....- | 160,000 | 1329.00 |
| 160,001 .....- | 170,000 | 1371.00 |
| 170,001 .....- | 180,000 | 1414.00 |
| 180,001 .....- | 190,000 | 1457.00 |
| 190,001 .....- | 200,000 | 1499.00 |

Continue with $42.00 for each additional $10,000 or fraction thereof.

**SIGN PERMIT FEES**

| **ESTIMATED VALUATION** | **FEE** |
|---|---|
| 1 – 500 ..... | 19.00 |
| 501 – 600 ..... | 21.00 |
| 601 – 700 ..... | 24.00 |
| 701 – 800 ..... | 26.00 |
| 801 – 900 ..... | 28.00 |
| 901 – 1000 ..... | 31.00 |
| 1001 or more ..... | 31.00 plus $2.00 for each additional $100 or fraction thereof |

**STORAGE TANK PERMIT FEES**

| | |
|---|---|
| Installation, per tank ..... | $100.00 |
| Removal, per tank ..... | $ 50.00 |

**SIDEWALKS & APPROACHES**

| | |
|---|---|
| **CITY SIDEWALKS**…….. | $ 20.00 |
| **APPROACHES & CURB CUTS**……. | $ 86.00 for first 15 feet |
| ……..... | $ 6.00 for each additional foot |

**REINSPECTION FEES**

Inspections outside normal business hours (minimum charge - 2 hours)..... $47.00*

Re-inspection fees assessed under provisions of Section 109 ..... $47.00*

Inspections for which no fee is specifically indicated (minimum charge - ½ hour)..... $47.00*

Additional plan review required by changes, additions, or revisions to plans ..... $47.00*

For use of outside consultants for plan checking and inspections, or both…… ……Actual costs**

*Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages, and fringe benefits of the employees involved.

**Actual costs include administrative and overhead costs."

(k) **Section 109.7 Plan review fees.**

Add one new Section 109.7:

"**Section 109.7 Plan review fees.** When submittal documents are required by Section 107, a plan review fee shall be paid at the time said submittal documents are submitted for plan review. Said plan review shall be sixty-five percent (65%) of the permit fee as shown in Table 109.2(1) calculated on the total value of all construction work. Total value of construction includes all finish work, painting, roofing, electrical, plumbing, heating and air conditioning, elevators, fire-extinguishing systems and any other permanent equipment.

The plan review fees specified in this section are separate fees from the permit fees specified in Section 109.2 and are in addition to the permit fees.

When submittal documents are incomplete or changed so as to require additional plan review, or when the project involves deferred submittal items as defined in Section 107.3.4.1, an additional plan review fee shall be charged at the rate shown in Table 109.2(1).

The following are exceptions and shall not be charged a plan review fee:

(a) One (1) and two (2) family dwellings;
(b) Commercial remodeling less than $20,000.00;
(c) New commercial buildings which do not exceed five thousand (5000) square feet (including basement) and not over one (1) story in height;
(d) "U" occupancies."

(l) **Section 113 Board of Appeals.**

Delete entire section and replace with:

**"Section 113 Board of Appeals.**

Refer to the Moline Code of Ordinances, Chapter 8, Article I, Division 3, Appeals Boards, Section 8-1300, Building Board of Appeals."

(m) **Section 202 Definitions.**

Amend as follows:

"**PERSON.** An individual or such individual's heirs, executors, administrators or assigns; and includes and extends to associations, clubs, societies, firms, partnerships, and bodies politic and corporate or its or their successors or assigns; or the agent of any of the aforesaid."

(n) **Section 903.2.1.2 Group A-2.**

Change: "2. The fire area has an occupant load of 100 or more"

to: "2. The fire area has an occupant load of 300."

(o) **Section 1008.1.10 Panic and fire exit hardware.**

Delete entire section and replace with:

"**Section 1008.1.10 Panic and fire exit hardware.**

Where panic and fire exit hardware is installed, it shall comply with the following:

1. The actuating portion of the releasing device shall extend at least one-half of the door leaf width.
2. The maximum unlatching force shall not exceed 15 pounds (67 N).

Each door in a means of egress from a Group A or E occupancy having an occupant load of 50 or more and any Group H occupancy shall not be provided with a latch or lock unless it is panic hardware or fire exit hardware.

> **Exception:** A main exit of a Group A occupancy in compliance with Section 1008.1.9.3, Item 2.

Electrical rooms with equipment rated 1,200 amperes or more and over 6 feet (1829 mm) wide that contain overcurrent devices, switching devices or control devices with exit access doors must be equipped with panic hardware and doors must swing in the direction of egress.

If balanced doors are used and panic hardware is required, the panic hardware shall be the push-pad type and the pad shall not extend more than one-half the width of the door measured from the latch side."

(p) **Section 1101.2 Design.**

Change: "Buildings and facilities shall be designed and constructed to be accessible in accordance with this code and ICC A117.1."

to: "Buildings and facilities shall be designed and constructed to be accessible in accordance with this code, the Illinois Accessibility Code, and ICC/ANSI A117.1."

(q) **Section 1208.2 Minimum ceiling heights.**

Add one new Exception 4:

"4. Conversions of attics and basements of a group R-3 occupancy utilized as a single family dwelling unit shall have a ceiling height of not less than 6 feet and 8 inches. Ductwork projections may be lower than this if located against partition walls. Doorway heights must be at least 6 feet 4 inches."

(r) **Chapter 13 Energy Efficiency.**

Delete entire chapter and replace with:

**"Chapter 13 Energy Efficiency.** Designers and builders are required to design and construct buildings in accordance with the current International Energy Conservation Code" adopted by the State of Illinois."

(s) **Section 1608.1 General.**

Add:

"Note: All snow loads shall be based on a minimum roof snow load ($p_s$) of 30 pounds per square foot, except that calculations for additional snowdrift loads shall be based on a ground snow load $p_g$ = 25 pounds per square foot."

(t) **Section 1809.5 Frost protection.**

1. Change: "1. Extending below the frost line of the locality" to "1. Extending below the 42-inch frost line"

2. Add one new subsection:

"**1809.5.1 Floating slabs.** For group U occupancies 720 square feet or less, with no side dimension longer than 30 feet, and no wall height taller than 10 feet, and no more than 3 courses of masonry block, located on undisturbed soil, may be constructed with a floating slab. This slab shall be a minimum of 4 inches thick, air-entrained concrete having a minimum compressive strength at 28 days of not less than 3,000 pounds per square inch, reinforced with a 21-pound wire mesh, and having a 12-inch thick by 12-inch wide perimeter reinforced with no less than two number 4 reinforcement bars. This slab shall be continuously poured with no cold joints."

(u) **Table 1809.7 Prescriptive footings for light frame construction.**

Delete entire Table 1809.7 and replace with:

**TABLE 1809.7**
**FOOTINGS SUPPORTING WALLS OF LIGHT-FRAME CONSTRUCTION** [a, b, c, d]

| Number of Floors Supported by the Foundation | Minimum Thickness of Foundation Wall | | Minimum Width of Footing (inches) | Minimum Thickness of Footing (inches) | Footings subject to frost Min. Depth below undisturbed ground (inches) | Footings not subject to frost Min. Depth below undisturbed ground (inches) |
|---|---|---|---|---|---|---|
| | Concrete (inches) | Unit Masonry (inches) | | | | |
| 1 | 8 | 8 | 16 | 8 | 42 | 12 |
| 2 | 8 | 8 | 16 | 8 | 42 | 18 |
| 3 | 10 | 12 | 18 | 12 | 42 | 24 |

(Application note: Only the table proper is replaced. Existing title and notes remain.)"

(v) **Chapter 29 Plumbing Systems.**

Delete entire chapter and replace with:

"**Chapter 29 Plumbing Systems.** Refer to the Moline Plumbing Code, as amended."

(w) **Section 3303. Demolition.**

Delete entire section and replace with:

## "SECTION 3303
## DEMOLITION

**3303.1 Construction documents.** Construction documents and a schedule for demolition must be submitted when required by the building official. Where such information is required, no work shall be done until such construction documents or schedule, or both, are approved.

**3303.1.1 Permit and fees.** When plans and specifications are filed with the building official and there are existing buildings or parts of buildings to be wrecked, it shall also be so stated in the application for permit. A permit shall be issued for all wrecking. There shall be no fee required for buildings condemned by order of the City Council or by the housing code enforcement authority, but a permit shall be necessary.

**3303.1.2 Contractor Registration.** Unless already registered as a general contractor with the City, before said permit is granted by the building official, the party applying therefor shall file with the building official on a Moline bond form, a license/permit bond in the penal sum of five thousand dollars ($5,000.00) conditioned on the faithful performance of all the provisions of this code and for all work performed under the permit sought. The surety shall be a company authorized to transact business in the State of Illinois. Further, any person, firm or corporation engaged in wrecking a building shall provide the building official with a certificate of insurance naming said city co-insured of said insurance for public liability insurance in the sum of fifty thousand dollars ($50,000.00) per occurrence for damage to property and three hundred thousand dollars ($300,000.00) per person and five hundred thousand dollars ($500,000.00) per occurrence for injury to persons. Further, any person, firm or corporation engaged in wrecking a building shall pay a contractor registration fee of seventy-five dollars ($75.00) to the building official. The annual fee shall be for a period commencing on May 1 to April 30 of the following year, and shall remain in force and effect for that period of time, unless revoked for cause.

**3303.2 Protection of pedestrians.**

**3303.2.1 Lights on sidewalks.** The walkways shall be kept well lighted between sunset and sunrise and the outer edge of the occupied space of the street or sidewalk shall have red lights placed thereon, which shall be kept burning continuously between sunset and sunrise. Any or all of the required lights shall be electric lights if required by the building official or municipal services general manager.

**3303.2.2 Right to stop wrecking.** The building official shall have the right to stop the wrecking or tearing down of any building or structure within the City when same is being done in a reckless or careless manner, or in violation of any ordinance or in such a manner as to endanger life and property, and to order any and all persons engaged in said work to stop and desist therefrom. When such work has been stopped by the order of said building official, it shall not be resumed until said building official shall be satisfied that adequate precautions have been or will be taken for the protection of life and property, and that said work will be proceeded with carefully and in conformity with the ordinances of the City.

**3303.3 Means of egress.** A party wall balcony or horizontal exit shall not be destroyed unless and until a substitute means of egress has been provided and approved.

**3303.4 Vacant Lot.** Where a structure has been demolished or removed, the vacant lot shall be filled and maintained to the existing grade or in accordance with the ordinances of the City of Moline.

**3303.5 Water accumulation.** Provision shall be made to prevent the accumulation of water or damage to any foundations on the premises or the adjoining property.

**3303.6 Utility connections.** Service utility connections shall be discontinued and capped in accordance with the approved rules and the requirements of the City of Moline.

**3303.7 Method of procedure.** In wrecking any building, story after story, commencing with the top story, each story shall be completely removed. No material shall be placed upon the floor of any such building in the course of demolition, but the bricks, timbers and other structural parts of each story shall be lowered to the ground immediately upon displacement.

**3303.8 Cleaning up of premises.** Every part of a building or structure shall be wrecked, including the foundation walls, and all accumulated rubbish and material shall be removed from the site, or if the person wrecking the structure desires to leave solid wreckage material such as brick, plaster, etc., said person may do so, provided that the excavation is filled with at least one (1) foot of solid dirt fill. In all cases, the excavation walls shall so slope as to make same safe to the public."

(x) **Section 3410. Moved Structures.**

Add the following sections:

**"3410.2 Permit and fees.** No person or persons shall hereafter remove any building within the City limits of the City of Moline, where the same shall be moved in, through or upon any streets, alleys, avenues, or public grounds, unless said persons shall, before engaging in removing said house or building, secure a permit to do so from the building official. The building official may or may not in said official's discretion grant any application for a permit to remove any building and may, in the event it is deemed advisable to permit the removal of a building, impose any conditions which in said official's discretion will ensure due observance of the public safety, welfare or convenience. The fee for said permit shall be one hundred dollars ($100.00) for each building to be moved.

**3410.3 Contractor Registration.** Before said permit is granted by the building official, the party applying therefor shall give a license/permit bond in the sum of twenty-five thousand dollars ($25,000.00) with good and sufficient sureties, conditioned among other things that said party will save and indemnify and keep harmless the City of Moline, against all liabilities, judgment, costs and expenses which may in any way accrue against said City in consequence of the granting of said permit, and upon the expiration of the time named in the permit, or sooner, if the use of the streets, avenues, alleys or public grounds is no longer necessary, shall clear the streets, avenues, alleys or public grounds of all obstruction. The applicant shall give evidence to the City of public liability insurance in the amounts of three hundred thousand dollars ($300,000.00) per person and five hundred thousand dollars ($500,000.00) per occurrence insuring said applicant and City for accidents to any person or property while moving said building, and file a certified check with the finance director, payable to the City in an amount determined by the finance director to cover the estimate of costs listed hereinbelow, and which shall be cashed and retained by the City to cover and offset all costs expended by the City and City personnel in assisting with said applicant in the moving operation, for police, electricians, street maintenance, and other City personnel labor and expense. Any trees required to be trimmed or removed due to said building moving shall first be approved by the director of parks and the work performed in connection therewith shall be

performed by reliable, bonded and insured tree trimmers, approved by the director of parks and as by ordinances of the City of Moline, Illinois.

**3410.4 Consent of public utilities.** No permit shall be issued until said party applying therefor shall have secured the written consent for the proposed routing from any public utility maintaining telephone, telegraph, electric light, power lines, cable television, or data lines which will have to be disturbed, removed or interfered within consequence of any such removal.

**3410.5 Routing approved by municipal services general manager.** The municipal services general manager shall designate the route to be followed and limit the time for moving on the streets and shall issue these instructions in writing to mover, who shall present same to building official.

**3410.6 Continuous moving if necessary.** The moving of a building under a permit, when commenced, shall be continuous during all hours of the day and day by day, and at night if the municipal services general manager so orders until completed, with the least possible obstruction to the thoroughfare occupied.

**3410.7 Buildings prohibited to remain at street intersections.** No buildings shall be allowed to remain overnight upon any street intersection or crossing, or so near thereto as to prevent easy access to any fire hydrant.

**3410.8 Lighted lanterns at night.** Lighted lanterns shall be kept in conspicuous places at each end of said building during the night.

**3410.9 Structural condition of buildings to be moved.** No building shall be moved until same has been inspected by the building official, and any building that has depreciated fifty percent (50%) or more, shall not be moved but shall be torn down, and comply with requirements for "Demolition," Section 3303.

**3410.10 Report to the fire department.** Every house mover shall report to the fire chief or assistants at the central station each night, the exact location where the house is to stand on streets for the night, if permission has been obtained from the municipal services general manager for leaving the building on the street. Failure to report shall be an ordinance violation and shall hold parties liable to fine.

**3410.11 Careful procedure on streets.** All house movers shall proceed in a careful manner in the removal of a building over the public streets, alleys, avenues, and public grounds and shall not in any manner injure or destroy trees, grass plot, curbing or sidewalk, nor in any manner interfere with the private property of individuals. The building official shall have the power to revoke any permit whenever in said official's judgment any house mover is proceeding in a reckless and careless manner in the removal of a building.

**3410.12 Report to Building Official and Municipal Services General Manager.** Every person or persons receiving a permit from the building official to move a building shall, within one (1) day after said building reaches its destination, report that fact to the building official who shall report same to the municipal services general manager. The municipal services general manager shall thereupon inspect the streets, alleys, avenues or public grounds over which said house or building has been moved and ascertain the condition of same. If the removal of said house or building has caused any damages to the streets, alleys, avenues, or public grounds, the said house mover shall forthwith place the same in good repair as they were before the permit was granted. Upon failure of the house mover to do so within ten (10) days thereafter, to the satisfaction of the municipal services general manager, the City shall repair the damage done to the streets, alleys, avenues or public grounds and hold sureties of bond given by house mover or house movers responsible for payment of same."

# DIVISION 2. MOLINE RESIDENTIAL CODE.

## SEC. 8-2200. INTERNATIONAL RESIDENTIAL CODE ADOPTED.

The International Residential Code, 2012 Edition, and all appendices, unless deleted, published therewith, as published by the International Code Council, is hereby adopted by reference as the "Moline Residential Code," and is incorporated herein by reference thereto as if it were set out in haec verba. Three (3) copies of such Code shall be kept on file in the city clerk's office for inspection and shall remain on file therein for such purposes.

## SEC. 8-2201. AMENDMENTS TO RESIDENTIAL CODE.

The Moline Residential Code adopted in this article by reference is hereby specifically amended as follows:

(a) **Section R101.1 Title.**

Insert "the City of Moline" for [NAME OF JURISDICTION].

(b) **Section R102.5 Appendices.**

Delete entire section and replace with:

"**Section R102.5 Appendices.**

The following appendices are hereby adopted: A, B, C, D, E, F, G, H, I, J, K and L. Appendices not named herein do not apply."

(c) **Section R103 Department of Building Safety.**

Change "Department of Building Safety" to "building division"

(d) **Section R103.1 Creation of enforcement agency.**

Delete entire section and replace with:

"**R103.1 Enforcement agency.** The building division is responsible for enforcing the provisions of this code. The official in charge of the building division shall be known as the building official."

(e) **Section R104.8 Liability.**

Add to the beginning of the paragraph:

"Subject to Section 2-1109 of the Moline Code of Ordinances, . . . ."

(f) **Section 105.2 Work exempt from permit.**

Amend Exemption 1 under "Building" by changing "200 square feet (18.58 m2)" to "120 square feet."

(g) **Section R108.2 Schedule of permit fees.**

Replace entire section with:

**"Section R108.2 Schedule of permit fees.** The fee for each building permit shall be as set forth in the Moline Code of Ordinances, Sec. 8-2101(j), Table 109.2(1). All fees will be rounded to the nearest increment. Where a technical code has been adopted by the City of Moline for which no fee schedule is shown in this Code, the fee required shall be in accordance with the schedule established by the City Council."

(h) **Section R112 Board of Appeals.**

Delete entire section and replace with:

**"Section R112 Board of Appeals.**

Refer to the Moline Code of Ordinances, Chapter 8, Article I, Division 3, Appeals Boards, Section 8-1300, Building Board of Appeals."

(i) **Section R202 Definitions.**

Add in alphabetical order:

"**SLEEPING ROOM.** Any room with a closet."

(j) **Table R301.2(1) Climatic and Geographic Design Criteria.**

Delete entire table and replace with:

"**Table R301.2(1)**
**Climatic and Geographic Design Criteria**

| Roof Snow Load ($p_s$) pounds per square foot | Wind Speed (mph) | Seismic Design Category | Subject to damage from | | | | | Flood Hazards |
|---|---|---|---|---|---|---|---|---|
| | | | Weathering | Frost Line Depth | Termite | Decay | Winter Design Temp | |
| ($p_s$) = 30 psf, except that calculations for add'l drift loads shall use a ground snow load $p_g$ = 25 psf | 90 | 0(A) | Severe | 42 in. | Moderate to Heavy | Slight to Heavy | -4° F | FIRM |

(k) **Section R305.1.1 Basements.**

Delete the Exception in its entirety and replace with:

"**Exceptions:**

1. Beams, girders, ducts or other obstructions may project to within 6 feet 4 inches (1931 mm) of the finished floor.
2. Conversions of attics and basements of a group R-3 occupancy utilized as a single family dwelling unit shall have a ceiling height of not less than 6 feet 8 inches (2032 mm). Ductwork projections may be lower than this if located against partition walls. Doorway heights must be at least 6 feet 4 inches (1931 mm)."

(l) **Section R309.5 Fire sprinklers.**

Delete entire "Section R309.5 Fire sprinklers" and all references thereto and replace with one new Section R309.5:

**"R309.5 Opening Protection.** Openings from a private garage directly into a room used for sleeping purposes shall not be permitted. Other openings between the garage and residence shall be equipped with self closing, tight fitting solid wood doors not less than 1-3/8 inches (35mm) in thickness, solid or honeycomb steel doors not less than 1-3/8 inches (35 mm) in thickness, or 20 minute fire rated doors."

(m) **Section R311.3 Floors and landings at exterior doors.**

Delete entire section and replace with:

"**R311.3 Landings at doors.** At least one exterior door shall provide a 36"x36" landing with a maximum step down distance from the top of the threshold of 7-3/4". Other exterior doors including all side hinged and sliding doors with more than 2 risers must have a 36"x36" landing, no more than 7-3/4" below the top of the threshold.

**Exception:** Doors to and from garages and similar accessory spaces are not considered exterior doors and are exempt from the exterior landing requirements. Interior doors shall meet applicable code requirements."

(n) **Section R313 Automatic Fire Sprinkler Systems.**

Delete entire section.

(o) **Section R314.3 Location.**

Add one new subsection:

"**R314.3.1 Alterations, repairs and additions.** When interior alterations, repairs or additions requiring a permit occur, or when one or more sleeping rooms are added or created in existing dwellings, the individual dwelling unit shall be provided with smoke alarms located as required for new dwellings; the smoke alarms shall be interconnected and hard wired.

**Exceptions:**

1. Smoke alarms in existing areas shall not be required to be interconnected and hard wired where the alterations or repairs do not result in the removal of interior wall or ceiling finishes exposing the structure.

2. Repairs to the exterior surfaces of dwellings are exempt from the requirements of this section."

(p) **Sections R403 Footings and R404 Foundation and RetainingWalls.**

Delete Tables R403.1, R404.1.1(1), R404.1.1(2), R404.1.1(3), and R404.1.1(4) and all references thereto and replace with the following Table R403.1 and notes:

**"Table 403.1**

| Number of Floors Supported by the Foundation | Minimum Thickness of Foundation Wall | | Minimum Width of Footing (inches) | Minimum Thickness of Footing (inches) | Footings subject to frost Min. Depth below undisturbed ground (inches) | Footings not subject to frost Min. Depth below undisturbed ground (inches) |
|---|---|---|---|---|---|---|
| | Concrete (inches) | Unit Masonry (inches) | | | | |
| 1 | 8 | 8 | 16 | 8 | 42 | 12 |
| 2 | 8 | 8 | 16 | 8 | 42 | 18 |
| 3 | 10 | 12 | 18 | 12 | 42 | 24 |

Notes:

(1) Foundations may support a roof in addition to the stipulated number of floors. Foundations' supporting roofs only shall be as required for supporting one floor. Footings shall contain a minimum of two number 4 reinforcement bars.

(2) A one-story detached wood frame building used for a private garage and accessory to a single family residential use and not exceeding 720 square feet in floor area, with no side dimension longer than 30 feet, and no wall height taller than 10 feet, and no more than 3 courses of masonry block, located on undisturbed soil, may be constructed with a floating slab. This slab shall be a minimum of 4 inches thick, air-entrained concrete having a minimum compressive strength at 28 days of not less than 3,000 pounds per square inch, reinforced with a 21-pound wire mesh, and having a 12-inch thick by 12-inch wide perimeter reinforced with no less than two number 4 reinforcement bars. This slab shall be continuously poured with no cold joints.

(3) Buildings and portions of buildings containing mechanical installations and connected to underground utilities shall be supported on a continuous, frost-free foundation capable of resisting the movement of the slab-on-grade.

(4) Cast-in-place concrete foundation walls shall be air-entrained concrete having a minimum compressive strength at 28 days of not less than 3,000 pounds per square inch.

(5) Foundation walls shall be a minimum of 7½ inches thick with no less than three number 4 reinforcement bars placed horizontally at the center of the wall, with one bar located near the top, one bar located near the mid-height, and one bar located near the bottom."

(q) **Chapter 11 Energy Efficiency.**

At the beginning of the chapter, after "**ENERGY EFFICIENCY**" and before "**SECTION N1101**", add:

"**For Information only. Compliance with provisions of this chapter is not required by the City of Moline.** Compliance with the current edition of the International Energy Conservation Code (IECC) adopted by the State of Illinois is required."

(r) **Part VII Plumbing.**

Delete all contents of Part VII "Plumbing" (Chapters 25-33) and replace with:

"Refer to the Moline Plumbing Code, as amended."

(s) **Section P2904 Dwelling Unit Fire Sprinkler Systems.**

Delete entire section.

# ARTICLE III. MECHANICAL CODE

## DIVISION 1. MOLINE MECHANICAL CODE.

### SEC. 8-3100. INTERNATIONAL MECHANICAL CODE ADOPTED.

The International Mechanical Code, 2012 Edition, as published by the International Code Council, is hereby adopted as the "Moline Mechanical Code," and is incorporated herein by reference thereto as if it were set out in haec verba. Three (3) copies of such Code shall be kept on file in the city clerk's office for inspection and shall remain on file therein for such purposes.

### SEC. 8-3101. AMENDMENTS TO MOLINE MECHANICAL CODE.

The Moline Mechanical Code adopted in this article by reference is specifically amended as follows:

(a) **Section 101.1 Title.**

Insert "the City of Moline" for [NAME OF JURISDICTION].

(b) **Section 101.2.1 Appendices.**

Delete entire section and replace with:

"**Section 101.2.1 Appendices.**

The following appendix is hereby adopted: "Appendix A – Combustion Air Openings and Chimney Connector Pass-throughs." Appendices not named herein do not apply."

(c) **Section 103 Department of Mechanical Inspection.**

Change "Department of Mechanical Inspection" to "building division"

(d) **Section 103.1 General.**

Replace entire section with:

"**103.1 General.** The building division is responsible for enforcing the provisions of this code. The official in charge of the building division shall be known as the building official. References to 'code official' throughout this code shall be construed to mean 'building official or building official's designee."

(e) **Section 103.4 Liability.**

Add to the beginning of the paragraph:

"Subject to Section 2-1109 of the Moline Code of Ordinances, . . ."

(f) **Section 106.5.2 Fee Schedule.**
Insert the following in place of "[Jurisdiction to insert appropriate schedule]".

## "Table 106.5.2(1)
### MECHANICAL PERMIT FEES

| ESTIMATED VALUATION | FEE |
|---|---|
| 0 to 700 | $25.00 |
| 701 to 1,000 | 27.00 |
| 1,001 to 2,000 | 35.00 |
| 2,001 to 3,000 | 44.00 |
| 3,001 to 4,000 | 52.00 |
| 4,001 to 5,000 | 61.00 |
| 5,001 to 6,000 | 69.00 |
| 6,001 to 7,000 | 78.00 |
| 7,001 to 8,000 | 86.00 |
| 8,001 to 9,000 | 95.00 |
| 9,001 to 10,000 | 104.00 |
| 10,001 to 11,000 | 113.00 |
| 11,001 to 12,000 | 121.00 |
| 12,001 to 13,000 | 130.00 |
| 13,001 to 14,000 | 138.00 |
| 14,001 to 15,000 | 147.00 |

Continue with $2.00 for each additional $1000.00 or fraction thereof

**OTHER INSPECTIONS & FEES**

Gas Piping ..... $25.00

PSI test to reconnect gas for services abandoned six month or longer ..... $50.00 per test

Inspections outside of normal business hours (2 hours minimum charge) .....$50.00 per hour*

Re-inspection fees assessed under provisions of Section 109 .....$50.00 per hour*

Inspections for which no fee is specifically indicated (minimum charge - ½ hour) .....$50.00 per hour*

Additional plan review required by changes, additions, or revisions to plans.....$50.00 per hour*

For use of outside consultants for plan checking and inspections, or both……...Actual costs**

* Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages, and fringe benefits of the employees involved.
**Actual costs include administrative and overhead costs."

(g) **Section 106.5.3 Fee refunds.**

Delete entire section and replace with:

"**[A] Section 106.5.3 Fee refunds.** The code official shall authorize the refunding of fees as follows:

1. The full amount of any fee paid hereunder which was erroneously paid or collected.

2. Not more than 80% of the permit fee paid when no work has been done under a permit issued in accordance with this code.

3. Not more than 80% of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan review effort has been expended.

The code official may authorize the refunding of any fee paid, except upon written application filed by the original permittee not later than one-hundred eighty (180) days after the date of fee payment."

(h) **Section 109 Means of appeal.**

Delete entire section and replace with:

"**Section 109 Means of appeal.**

Refer to the Moline Code of Ordinances, Chapter 8, Article I, Division 3, Appeals Boards, Section 8-1302, Mechanical Appeals Board."

(i) **Section 202 General Definitions.**

Delete the definition for "COMPENSATING HOODS".

(j) **Section 508.2 Compensating Hoods.**

Delete entire section.

(k) **Section 901 General.**

Add one new subsection:

**"901.5 Ventilation.** All gas and/or wood burning appliances must be vented."

(l) **Section 910 Floor Furnaces.**

Delete entire section and replace with:

**"Section 910 Floor Furnaces.** Floor furnaces are prohibited."

# DIVISION 2. MOLINE FUEL GAS CODE.

## SEC. 8-3200. INTERNATIONAL FUEL GAS CODE ADOPTED.

The International Fuel Gas Code, 2012 Edition, as published by the International Code Council, and the International Code Council 2002 Accumulative Supplement to the International Fuel Gas Code are hereby adopted as the "Moline Fuel Gas Code," and are incorporated herein by reference thereto as if they were set out in haec verba. Three (3) copies of such Code shall be kept on file in the city clerk's office for inspection and shall remain on file therein for such purposes.

## SEC. 8-3201. AMENDMENTS TO MOLINE FUEL GAS CODE.

The Moline Fuel Gas Code adopted in this article by reference is specifically amended as follows:

(a) **Section 101.1 Title.**

Insert "the City of Moline" for [NAME OF JURISDICTION].

(b) **Section 101.3 Appendices.**

Delete entire section and replace with:

"**Section 101.3 Appendices.**

The following appendices are hereby adopted: A, B, C and D. Appendices not named herein do not apply."

(c) **Section 103 (IFGC) Department of Inspection.**

Change "Department of Inspection" to "building division"

(d) **Section 103.1 General.**

Replace entire section with:

"**103.1 General.** The building division is responsible for enforcing the provisions of this code. The official in charge of the building division shall be known as the building official. References to 'code official' throughout this code shall be construed to mean 'building official or building official's designee'."

(e) **Section 103.4 Liability.**

Add to the beginning of the paragraph:

"Subject to Section 2-1109 of the Moline Code of Ordinances, . . ."

(f) **Section 106.6.2 Fee schedule.**

Insert the following in place of "(Jurisdiction to insert appropriate schedule)":

"The fee for each mechanical permit shall be as set forth in the Moline Code of Ordinances, Sec. 8-3101(f), Table 106.5.2(1)."

(g) **Section 106.6.3 Fee refunds.**

Delete entire section and replace with:

"**[A] Section 106.6.3 Fee refunds.** The code official shall authorize the refunding of fees as follows:

1. The full amount of any fee paid hereunder which was erroneously paid or collected.

2. Not more than 80% of the permit fee paid when no work has been done under a permit issued in accordance with this code.

3. Not more than 80% of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan review effort has been expended.

The code official may authorize the refunding of any fee paid, except upon written application filed by the original permittee not later than 180 days after the date of fee payment."

(h) **Section 109 (IFGC) Means of appeal.**

Delete entire section and replace with:

"**Section 109 (IFGC) Means of appeal.**

Refer to the Moline Code of Ordinances, Chapter 8, Article I, Division 3, Appeals Boards, Section 8-1302, Mechanical Appeals Board."

(i) **Section 301 (IFGC) General.**

Add one new section:

"**301.1.1 L-P Gas Systems**. Liquefied Petroleum Gas systems shall not be used unless jointly approved by the fire marshal and the building official."

(j) **Section 403.4.3 Copper and brass.**

Delete entire section and replace with:

"**Section 403.4.3 Copper and brass.** Copper and brass pipe shall not be used."

(k) **Section 403.5.2 Copper tubing.**

Delete entire section and replace with:

"**Section 403.5.2 Copper and brass tubing.** Copper and brass tubing shall not be used."

(l) **Section 403.10 Metallic piping joints and fittings.**

Delete entire section and replace with:

**Section 403.10 Metallic piping joints and fittings.**

a. The type of piping joint used shall be suitable for the pressure-temperature conditions and shall be selected giving consideration to joint tightness and mechanical strength under the service conditions. The joint shall be able to sustain the maximum end force caused by the internal pressure and any additional forces caused by temperature expansion or contraction, vibration, fatigue or the weight of the pipe and its contents.

b. All gas piping between the union at the meter and main burner shut off valve shall be welded when pipe size is over two (2) inches regardless of gas pressure. All gas piping supplying pressure in excess of one (1) pound per square inch shall be welded."

(m) **Section 406 (IFGS) Inspection, Testing and Purging.**

Delete entire section and replace with:

"**Section 406 (IFGS) Inspection, Testing and Purging.**

All pipe systems shall be tested in the following manner:

1. High Pressure Systems (one pound pressure or higher): sixty (60) pounds of air pressure is to be placed in the system for a period of one hour.

2. Low Pressure Systems (less than one pound pressure): sixty (60) pound of air pressure is to be placed in the system for a period of one hour.

3. All tests are to be witnessed by the building official or his designee. A pressure gauge and bleeder valve must be on the system during this test in a location readily available to the person conducting the inspection."

(n) **Section 609 (IFCG) Floor Furnaces.**

Delete entire section and replace with:

"**Section 609 (IFCG) Floor Furnaces.** Floor furnaces shall not be installed."

## ARTICLE IV. PROPERTY MAINTENANCE CODE

## SEC. 8-4100. INTERNATIONAL PROPERTY MAINTENANCE CODE ADOPTED.

The International Property Maintenance Code, 2012 Edition, and all appendices, unless deleted, published therewith, as published by the International Code Council is hereby adopted by reference as the "Moline Property Maintenance Code." Three copies of such Code shall be kept on file in the city clerk's office for inspection and shall remain on file therein for such purpose.

## SEC. 8-4101. AMENDMENTS TO MOLINE PROPERTY MAINTENANCE CODE.

The Moline Property Maintenance Code adopted in this article by reference is hereby specifically amended as follows:

(a) **101.1 Title.**

Insert "the City of Moline" for [NAME OF JURISDICTION].

(b) **102.3 Application of other codes.**

Delete *International Zoning Code* and replace with "Moline Code of Ordinances."

(c) **102.7 Referenced codes and standards.**

Delete entire section and replace with:

**"102.7 Referenced codes and standards.**

The codes and standards referenced in this code shall be those that are listed in the Moline Code of Ordinances. Where differences occur between provisions of this code and the referenced code or standards, the most restrictive provisions shall apply."

(d) **102.8 Requirements not covered by code.**

Change "code official" to "code manager" where applicable throughout this chapter.

(e) **103.1 General.**

Delete entire section.

(f) **103.2 Appointment.**

Delete entire section.

(g) **103.3 Deputies.**

Delete entire section.

(h) **103.5 Fees.**

Delete entire section.

(i) **104.2 Inspections.**

Amend the first sentence by deleting "code official" and replacing with:

"The code manager or his designee shall make all of the required inspections…"

(j) **104.4 Identification.**

Amend the first sentence by deleting "code official" and replacing with:

"The code manager and/or his designee shall carry proper identification…"

(k) **104.5 Notice and Orders.**

Delete entire section and replace with:

"**104.5 Notice and Orders.**

The code manager or his designee shall issue all necessary notices and orders to ensure compliance with all applicable codes."

(l) **104.6 Department records.**

Delete entire section and replace with:

"**104.6 Department records.**

Records and copies of inspections shall be retained per State of Illinois record retention minimum standards."

(m) **106.3 Prosecution of violation.**

Delete entire section and replace with:

"**106.3 Prosecution of violation.**

Any person failing to comply with a notice of violation or order served in accordance with Section 107 shall be deemed guilty of an ordinance violation, and the violation shall be deemed a strict liability offense. If the notice of violation is not complied with, the code manager shall institute the appropriate proceeding at law or in equity to restrain, correct or abate such violation, or to require the removal or termination of the unlawful occupancy of the structure in violation of the provisions of this code or of the order or direction made pursuant thereto. Any action taken by the authority having jurisdiction on said property shall be in accordance with the Municipal Code Enforcement System (MUNICES)."

(n) **106.4 Violation penalties.**

Delete entire section and replace with:

"**106.4 Violation penalties.**

Any person, firm or corporation deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any provisions of this code is committed, continued or permitted, and upon conviction of any such violation, such person shall be punished by a fine of not more than $750.00 per day per violation."

(o) **107.2 Form.**

Amend Item 4 to read:

"4. Include a correction order allowing a reasonable time as determined by the code manager to make repairs and improvements required to bring the dwelling unit or structure into compliance with applicable adopted codes and industry standards."

(p) **108.1.2 Unsafe equipment.** Delete the words "elevator, moving stairway."

(q) **108.3 Notice.**

Delete the following sentence: "If the notice pertains to equipment, it shall also be placed on the condemned equipment."

(r) **109.1 Imminent danger.**

Amend by adding a second paragraph:

"Emergency action. Whenever a condition exists in a principal or accessory building that places occupants, property or the public in imminent peril, the code manager or his designee along with the concurrence of the city attorney and the city administrator or their designees, may take such necessary action to abate any such condition forthwith, without prior notification to the person or persons responsible, when reasonable notice cannot be achieved or would necessarily perpetuate a dangerous condition. Further, the City shall at all times have the right to enter upon property to remove any condition that is a danger to the property and/or the surrounding neighborhood."

(s) **109.2 Temporary safeguards.**

Add subsections (a) and (b) following the existing text:

"(a) Securing: All windows and doors which are accessible from the grade, porches, decks or exterior stairways and which allow the elements and weather to enter shall be secured. At the option of the owner, an abandoned building or structure may be secured through the repair and/or replacement of the conventional equipment used for such purposes in the design of the building. Other methods of securing a building or structure will be subject to the approval of the code manager or his designee and will be in accordance with standards on file in the building division. Once a building or structure is secured following a notice and order directing such action, the building or structure shall not be reoccupied without a certificate of compliance/occupancy. The owner or tenant may obtain access with presentation of proper identification to the code manager or his designee. The owner or tenant must be accompanied by the code manager or his designee and the structure re-secured upon their departure.

(b) Utilities to be discontinued: Whenever any building or structure is abandoned or boarded, the active utilities of gas and electricity shall be discontinued, the water meter shall be removed and pipes drained and protected from freezing. Should a city-authorized contractor or department be requested to perform any required action because of failure to comply with any required action on the part of the owner, such action will be completed at the owner's expense and risk. The City will do no more toward the winterization of a building in which it boards than to remove the water meter and open interior plumbing shut-off valves to allow natural draining of pipes. The City shall not be held liable for any damages that occur from freezing."

(t) **109.6 Hearing.**

Change "appeals board" to "property maintenance appeals board" where applicable throughout this chapter.

(u) **110.3 Failure to comply.**

Delete entire section and replace with:

"**110.3 Failure to comply.**

If the owner of a premises fails to comply with a demolition order within the time prescribed, the code manager shall take all appropriate procedural steps to cause the structure to be demolished and removed, either through an available public agency or by contract or arrangement with private

persons, and the cost of such demolition and removal shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate."

(v) **110.4 Salvage materials.**

Delete entire section.

(w) **111.1 Application for Appeal.**

Delete the first sentence and replace with:

"Any person directly affected by a decision of the code manager or a notice or order issued under this code shall have the right to appeal to the property maintenance appeals board, provided that a written application for appeal is filed within fourteen (14) calendar days after the day the decision, notice or order was served."

(x) **111.2 Membership of board.**

Delete contents and replace with:

"Refer to Sec. 8-1301 of this Code."

(y) **111.2.1. Alternate members.**

Delete entire subsection.

(z) **111.2.4 Secretary.**

Delete entire subsection.

(aa) **111.2.5 Compensation of members.**

Delete entire subsection.

(bb) **111.3 Notice of meeting.**

Delete entire section and replace with:

"The board shall meet upon notice from the secretary, within fourteen (14) calendar days of the filing of an appeal, or at stated periodic meetings."

(cc) **201.3 Terms defined in other codes.**

Delete *"International Zoning Code, International Plumbing Code,* and *ICC Electrical Code"* and replace with:

"Appendix A of the International Zoning Code, the revised 2004 Illinois Plumbing Code, National Electrical Code and the Moline Code of Ordinances."

(dd) **201.4 Terms not defined.**

Add the following sentence to the end of the paragraph:

"*Webster's Encyclopedic Unabridged Dictionary of the English Language, copyright 1989,* shall be considered as providing ordinarily accepted meanings. Words in the singular shall refer to both plural and singular. Words in the masculine gender shall refer to both masculine and feminine."

(ee) **202 GENERAL DEFINITIONS.**

1. Add the following definitions:

"BUILDING CODE. The International Building Code and International Residential Code as adopted by the City of Moline.

DANGEROUS. An unfit building where conditions or defects exist within the structure to the extent that the life, health, property or safety of the public or its occupants are imminently endangered and immediate corrective action is necessary.

HOT WATER. Water supplied to plumbing fixtures at 115°F (45°C).

SUBSTANDARD. A structure that fails in any respect to comply with the Moline Code of Ordinances. Failure to correct such non-compliance may result in such building becoming an unfit building.

UNFIT. A substandard building where conditions or defects exist to the extent that the life, health, property or safety of the public or its occupants may be endangered and action within a certain time period is required. Failure to correct such conditions or defects within the time period may cause an unfit building to become a dangerous building."

2. IMMINENT DANGER. Add the following sentence to the end of the definition:

"A severe condition(s) that could endanger the life, limb, health, property, safety or welfare of the public or the occupants."

(ff) **302.4 Weeds.**

Delete entire section and replace with:

"**302.4 Weeds.** Refer to the Moline Code of Ordinances, Chapter 32, Vegetation."

(gg) **302.7 Accessory Structures.**

Delete entire section and replace with:

"**302.7 Accessory Structures.**

All accessory structures, including detached garages, fences, walls and temporary structures, shall be maintained structurally sound and in good repair.

**302.7.1 Minor Temporary Accessory Structures**. Temporary canopies, carports and similar portable and premanufactured structures made of a support structure and enclosed or covered by fabric, canvas, nylon, vinyl, plastic, or other non-rigid material and equal to or less than 120 square feet may be placed, maintained, and installed in the City as long as said structure is securely anchored, free of tears, rips and other defects, and meets

all setback requirements of a major accessory structure as set forth in Table 35-3201.2 of the Moline Code of Ordinances.

**302.7.1 Major Temporary Accessory Structures.** Temporary canopies, carports and similar portable and premanufactured structures made of a support structure and enclosed or covered by fabric, canvas, nylon, vinyl, plastic, or other non-rigid material and greater than 120 square feet may be placed, maintained, and installed in the City as long as said structure complies with all building and zoning codes that would apply as if it were a permanent accessory structure."

(hh) **302.10 Furniture.**

Add one new section to read as follows:

"**302.10 Furniture.** Only furniture and equipment designed and intended for outdoor use and able to withstand outdoor elements and weather conditions shall be permitted to be kept in exterior property areas, including unenclosed porches, patios and decks."

(ii) **304.14 Insect Screens.**

Delete entire section and replace with:

"**304.14 Insect Screens.** During the period from April 15 to November 15, every door, window and other outside opening required for ventilation of habitable rooms, shall be supplied with approved tightly fitting screens of not less than 16 mesh per inch and every required swinging door shall have a self-closing device in good working order. The property owner shall be responsible for installation thereof."

(jj) **305.3 Interior surfaces.**

Add one new subsection:

"**305.3.1 Lead bearing surfaces.** The Illinois Lead Poisoning Prevention Act, 410 ILCS 45/1 *et seq.*, shall be considered incorporated by reference into this code."

(kk) **307.1 Handrails and Guardrails.**

Delete the "Exception" and replace with:

"**Exception:** Every interior and exterior handrail and guardrail shall be firmly fastened and capable of resisting an imposed load of fifty (50) pounds in any one direction. Replacement of either shall be in compliance with the current adopted building code. The code manager shall have the authority to allow non-compliance replacement based upon historical or other integral considerations."

(ll) **403.3 Cooking facilities.**

Delete entire section.

(mm) **503.4 Floor surface.**

Delete entire section and replace with:

"**503.4 Floor surface.** Every bathroom and kitchen floor surface shall be constructed and maintained so as to be impervious to water. All floor surfaces shall be easily cleanable."

(nn) **505.1 General.**

Change *International Plumbing Code* to "Moline Plumbing Code."

(oo) **505.4 Water heating facilities.**

Delete entire section and replace with:

"**505.4 Water heating facilities.** Water heating facilities shall be properly installed, maintained and capable of providing an adequate amount of water to be drawn at every required sink, lavatory, bathtub, shower and laundry facility at a temperature of not less than 115°F (45°C). A gas-burning water heater shall not be located in any bathroom, toilet room, bedroom or other occupied room normally kept closed, unless adequate combustion air is provided. An approved combination temperature and pressure-relief valve and relief valve discharge pipe shall be properly installed and maintained on water heaters.

(a) All single-family dwellings shall be supplied with a water heater having a minimum capacity of 30 gallons.

(b) A duplex with shared hot water service shall have a minimum of one (1) 40-gallon water heater.

(c) A triplex with shared hot water service shall have a minimum of one (1) 50-gallon water heater."

(pp) **602.3 Heat supply.**

Insert "October 1 to May 15" for [DATE] to [DATE].

(qq) **602.4 Occupiable work spaces.**

Delete entire section and replace with:

"**602.4 Occupiable work spaces**. Indoor occupiable work spaces shall be supplied with heat during the period from October 1 to May 15 to maintain a minimum temperature of 65°F (18°C) during the period the spaces are occupied.

**Exceptions:**
1. Processing, storage and operation areas that require cooling or special temperature conditions.
2. Areas in which persons are primarily engaged in vigorous physical activities."

(rr) **603.1 Mechanical appliances.**

Amend by adding a second paragraph:

"When a safety test of a furnace for carbon monoxide emissions is required, the owner shall pay for the test. Smoke tests or other approved testing methods are required on furnaces over ten (10) years of age. At the discretion of the mechanical inspector, tests may be required for furnaces shut off in excess of one (1) year or more or if conditions warrant. Tests are to be performed by a

licensed mechanical contractor in the presence of the mechanical inspector and the results shall be sent to the Moline building division."

(ss) **603.2 Removal of combustion products.**

Delete the "Exception" in its entirety.

(tt) **605.2 Receptacles.**

Delete entire section and replace with:

"**605.2 Receptacles.** Every habitable space in a dwelling unit shall contain at least two (2) separate and remote receptacles. Every laundry area shall contain at least one (1) grounded-type receptacle or a receptacle with a ground fault circuit interrupter. At least one (1) ground fault circuit interrupter (GFCI) shall be installed in every bathroom adjacent to the basin location. All residential bathroom receptacles are to be GFCI protected."

(uu) **605.3 Luminaires.**

Delete entire section and replace with:

"**605.3 Luminaires.** Every public hall, interior stairway, toilet room, kitchen, bathroom, laundry room, boiler room and furnace room shall contain at least one switched lighting fixture or switched controlled receptacle."

(vv) **SECTION 606. ELEVATORS, ESCALATORS AND DUMBWAITERS.**

Delete entire section and replace with:

"**SECTION 606. ELEVATORS, ESCALATORS AND DUMBWAITERS.** Refer to applicable State of Illinois laws."

(ww) **703.2 Opening protectives.**

Amend by adding a second paragraph:

"All apartments, rooming houses or rooming units exiting into a common hallway shall have a minimum 1-3/8" solid core or equivalent self-closing doors equipped with latches and having a minimum fire resistance rating of twenty (20) minutes."

## SEC. 8-4102. CARBON MONOXIDE ALARM DETECTORS.

(a) **Definitions.** As used in this section, the following terms shall have the meanings ascribed to them:

(1) **Approved Carbon Monoxide Alarm or Alarm** means a carbon monoxide alarm that complies with all the requirements of the rules and regulations of the Illinois State Fire Marshal, bears the label of a nationally recognized testing laboratory, and complies with the most recent standards of the Underwriters Laboratories or the Canadian Standard Association.

(2) **Dwelling Unit** means a room or suite of rooms used for human habitation, and includes a single family residence as well as each living unit of a multi-family residence and each living unit in a mixed use building.

(b) **Carbon Monoxide Detector.**

(1) Every dwelling unit shall be equipped with at least one approved carbon monoxide alarm in an operating condition within fifteen (15) feet of every room used for sleeping purposes. The carbon monoxide alarm may be combined with smoke detecting devices provided that the combined unit complies with the respective provisions of state rules and regulations relating to both smoke detecting devices and carbon monoxide alarms and provided that the combined unit emits an alarm in a manner that clearly differentiates the hazard.

(2) Every structure that contains more than one (1) dwelling unit shall contain at least one (1) approved carbon monoxide alarm in operating condition within fifteen (15) feet of every room used for sleeping purposes.

(3) It is the responsibility of the owner of a structure to supply and install all required alarms. It is the responsibility of a tenant to test and to provide general maintenance for the alarms within the tenant's dwelling unit or rooming unit, and to notify the owner or the authorized agent of the owner in writing of any deficiencies that the tenant cannot correct. The owner is responsible for providing one (1) tenant per dwelling unit with written information regarding alarm testing and maintenance.

The tenant is responsible for replacement of any required batteries in the carbon monoxide alarms in the tenant's dwelling unit, except that the owner shall ensure that the batteries are in operating condition at the time the tenant takes possession of the dwelling unit. The tenant shall provide the owner or the authorized agent of the owner with access to the dwelling unit to correct any deficiencies in the carbon monoxide alarm that have been reported in writing to the owner or the authorized agent of the owner.

(4) The carbon monoxide alarms required under this Act may be either battery powered, plug-in with battery back-up, or wired into the structure's AC power line with secondary battery back-up.

(c) **Violation.**

(1) Willful failure to install or maintain in operating condition any carbon monoxide alarm required by this section is considered a violation.

(2) Tampering with, removing, destroying, disconnecting, or removing the batteries from any installed carbon monoxide alarm, except in the course of inspection, maintenance, or replacement of the alarm, is considered a violation.

(3) Any person violating any of the provisions of this section shall be subject to a fine in accordance with the general penalty provisions of the Moline Code of Ordinances as set forth in Section 1-1107 of said Code.

(d) **Exemptions.** The following residential units shall not require carbon monoxide detectors:

(1) A residential unit in a building that: (i) does not rely on combustion of fossil fuel for heat, ventilation, or hot water; (ii) is not connected in any way to a garage; and (iii) is not sufficiently close to any ventilated source of carbon monoxide, as determined by the City's building official, to receive carbon monoxide from that source.

(2) A residential unit that is not sufficiently close to any source of carbon monoxide from that source, as determined by the City's building official.

# ARTICLE V. PLUMBING CODE

## SEC. 8-5100. ILLINOIS STATE PLUMBING CODE ADOPTED.

The Illinois State Plumbing Code, 2004 Edition as promulgated and adopted by the Director of Department of Public Health of the State of Illinois, at 77 Illinois Administrative Code, Part 890, Chapter I, Subchapter r, is hereby adopted by reference as the "Moline Plumbing Code." Copies of such Code shall be kept on file for public inspection and shall remain on file therein for such purpose.

## SEC. 8-5101. AMENDMENTS TO MOLINE PLUMBING CODE.

The Moline Plumbing Code adopted by reference to this article is specifically amended as follows:

(a) **Section 890.110(b), "Applicability"** is hereby amended by adding one new subsection (3) to read as follows:

> "3) Nothing herein should be construed to require the employees of the City or a privately owned municipal water or sewage utility who owns, operates, maintains, or repairs water or sewer facilities (other than plumbing fixtures and attendant piping) owned by the City or utility to be licensed plumbers. Nothing herein should be construed to require the employees of the City or a publicly/privately owned municipal water supplier who installs, repairs, or maintains water service lines from water mains in the street, alley, or other right-of-way to private property lines and who installs, repairs, or maintains water meters to be licensed plumbers if such work was customarily performed prior to September 26, 1983, by such employees who were not licensed plumbers."

(b) **Section 890.201 Materials.**

Replace subsection b) "Compliance with the applicable standard (see Appendix A: Table A: Approved Materials and Standards)" contained therein by amending the Appendix A: Table A section entitled "Approved Materials for Water Distribution Pipe" to include only the following for water distribution pipe:

**"Section 890.201 Materials.**

All materials, piping, fittings, appliances, appurtenances, faucets, fixture fittings, fixtures and devices used in all plumbing systems shall be approved by the Department, in accordance with the following criteria:

**Approved Materials for Water Distribution Pipe**

| | | |
|---|---|---|
| 1) | Copper/Copper Alloy Pipe[2] | ASTM B 42-1996<br>ASTM B 302-1998 |
| 2) | Copper/Copper Alloy Tubing[2] | ASTM B 88-1996 |
| 3) | Cross-Linked Polyethylene[2] (Pex) | ASTM F 876-2000<br>ASTM F 877-2000<br>CSA B137.5-1999 in B137 |
| 4) | Solder | ASTM B 32-1996." |

(c) **Subpart B: Plumbing Materials** is hereby amended by adding one new section thereto to be known as "Section 890.240" and which shall read as follows:

**"Section 890.240 Plumbing Material Restrictions.**

a) Notwithstanding anything to the contrary contained herein, any plastic pipe and fittings for drainage and vent piping used within a building shall be Schedule 40 PVC-DWV in accordance with Commercial Standards CS 272-65 or CS 270-65 or ASTM Standards D2665-58 or D2661-67. Any such pipe and fittings shall bear the NSF seal of approval.

b) Notwithstanding anything to the contrary contained herein, any plastic pipe and fittings for drainage piping used in a building sewer connected to an individual sewage disposal system rather than a public sewer or in a building storm drain or storm sewer shall be Schedule 40 or heavier PVC in accordance with Commercial Standards CS 272-65 or CS 270-65 or ASTM Standards D2665-68 or D2661-67. Any additional piping materials shall be submitted for and shall have specific written approval either by developed standards or by the manufacturer's certification of the product, and shall bear the NSF seal of approval.

c) Drain lines and fittings within buildings when underground shall be cast iron soil pipe or PVC Schedule 40 pipe or better. No cell core pipe shall be allowed underground. The building drain shall extend to no less than five (5) feet outside the footings and or bearing walls to undisturbed earth. All underground piping shall be installed in a manner so that the manufacturer's information is facing up so as to be legible at the time of inspection. Piping outside the building shall be installed as per Standard Specifications for Water & Sewer Main Construction in Illinois. Piping inside the building shall be installed as per manufacturer's installation instructions.

d) Underground: Vent piping placed underground inside building shall be cast iron or Schedule 40 PVC or better. No cell core pipe will be allowed underground.

e) Building Sewer: The building sewer from a point five (5) feet outside the building wall or otherwise as specified shall be of cast iron or SDR 26 Class 160 PVC pipe or better. Installation of piping shall be in accordance with the Standard Specifications for Water & Sewer Main Construction in Illinois.

f) Installation of Underground Piping: All PVC pipe shall be installed as per manufacture installation instructions and shall be installed so that the manufacturer's information is facing up so as to be legible at the time of inspection.

g) Purple primer shall be applied to underground solvent weld joints."

(d) **Subsection 890.330(c)** is hereby amended to read as follows:

**"Section 890.330 Special Joints.**

c) Slip Joints. In drainage and water piping, slip joints may be used on the inlet side of the trap or in the trap seal, and on the exposed fixture supply. Slip joints shall not be used in any inaccessible piping. Push-on angle stop valves are permitted, provided they meet the following specifications: they are installed by being pushed onto copper; they are mechanically secured by metal tabs which grip the piping; they are sealed with o-rings; and they are capable of withstanding a water pressure of 150 pounds per square inch and a temperature of 210 degrees Fahrenheit. (No rubber slip joint connections in cast iron pipe shall be allowed above the floor.)"

(e) **Section 890.510** is hereby amended by enacting one new subsection thereto to be known as "subsection a) 7)" and which shall read as follows:

**"Section 890.510 Grease Interceptor Requirements.**

a) 7) All grease interceptors in new construction must be installed outside of the building. All wastes in kitchens of food establishments, except garbage disposals and dishwashers must go to an interceptor."

(f) **Section 890.800** is hereby amended by enacting one new subsection thereto to be known as "subsection e)" and which shall read as follows:

**"Section 890.800 Special Fixtures and/or Items Designed for a Particular Purpose.**

e) All chemical dispensing units, (water softening or water purification devices), shall have an independent water connection and backflow preventer installed exterior to the unit and shall have no connection other than to the chemical dispenser or dispensers or softening equipment beyond the backflow preventer. The foregoing shall not apply to water softening or water purification systems installed in single family dwellings, or in multiple family dwellings where the water softening or water purification unit services a single dwelling unit."

(g) **Section 890.1150** is hereby amended by enacting one new subsection to be known as "subsection a) 5)" which shall read as follows:

**"Section 890.1150 Water Service Pipe Installation.**

a) 5) That portion of the water service pipe shall be of one of the following approved materials: Copper Type "K" underground and Type "L" above ground or ductile iron. Incompatible metals in the line pipe and fittings will not be permitted."

(h) **Subsection 890.1230(a)** is hereby amended to read as follows:

"**Section 890.1230 Safety Devices.**

a) All equipment used for heating water or storing hot water shall be provided, at the time of installation of such equipment, with an appropriate relief valve or valves to protect against excessive or unsafe temperature and/or pressure. This shall be achieved by installing either a pressure relief valve and a temperature relief valve or by installing a combination pressure-temperature relief valve. If the plumbing system of any structure is altered, improved, or remodeled, the relief valve on all heaters must be replaced with a new relief valve if the existing relief valve is more than one (1) year old."

(i) **Section 890.1370** is hereby amended by enacting three new subsections to be known as "subsections a) 6), 7) and 8)," and which shall read as follows:

"**Section 890.1370 Floordrains.**

a) 6) A proper safe pan with drain shall be installed under all water heaters when such fixtures are located above any habitable areas including offices and any restrooms.

7) In any new structure, there shall be a minimum of one (1) properly sized floor drain in every basement within five (5) feet of any water heater, furnace, or boiler.

8) In any non-residential structure where an RPZ is required by Code, there shall be one properly sized floor drain as determined by the administrative authority."

(j) **Subsection 890.1420(d)** is hereby amended to read as follows:

"**Section 890.1420 Stack Vents, Vent Stack, Main Vents.**

d) Main Stack. Each building in which plumbing is installed shall have at least one main vent stack no smaller than three (3) inches for each building drain installed. A minimum of a four (4) inch test tee shall be installed at the base of the main stack. (See Appendix A: Table K, and Appendix K: Illustration C.)"

(k) **Subsection 890.1430 b)** is hereby amended to read as follows:

"**Section 890.1430 Vent Terminals.**

b) Flashings. Each vent terminal shall be made water-tight with the roof by proper flashing. Roof flashing on vents through the roof shall be made of lead or other approved, proper materials."

(l) **Section 890.1440** is hereby amended by deleting subsection a) and replacing it with a new subsection a) to read as follows:

"**Section 890.1440 Vent Terminal Size.**

a) Vents. All vents penetrating the roof shall be a minimum of four (4) inches."

(m) **Subpart K: "Vents and Venting"** is hereby amended by adding one new section thereto to be known as "Section 890.1610" and which shall read as follows:

**"Section 890.1610 Basement Re-vents**

In new single-family construction with basements, there shall be a two-inch diameter re-vent installed for the purpose of providing a proper vent for future installation of plumbing in basement."

## SEC. 8-5102. PERMIT FEE SCHEDULE.

### PLUMBING PERMIT FEES

Minimum $25.00 plumbing permit fee. This includes up to two fixture openings. There will be an additional fee of $12.00 for each opening over the original two.

Drainage and inspection permits for every opening or fixture, whether for immediate or future use, in dwelling structures or portions of structures used exclusively for dwelling purposes.....$12.00

Installation, replacement, or moving of all domestic water heaters, domestic hot water storage tanks, range boilers, and all domestic water heating appliances pertaining to plumbing .....$25.00

All repair or remodeling jobs, changing, or replacing of each individual plumbing fixtures .....$12.00

Sewer cleaning and/or performance of service and maintenance work.....$5.00
In commercial, industrial, and institutional structures, the permit fee shall be based on the valuation of the entire plumbing installation, which is to be declared on the permit application. Following is the fee schedule:

| | | | |
|---|---|---|---|
| $ 0 | - | 1,000 | $25.00 |
| $ 1,001 | - | 2,000 | $29.00 |
| $ 2,001 | - | 3,000 | $40.00 |
| $ 3,001 | - | 4,000 | $52.00 |
| $ 4,001 | - | 5,000 | $63.00 |
| $ 5,001 | - | 6,000 | $75.00 |
| $ 6,001 | - | 7,000 | $86.00 |
| $ 7,001 | - | 8,000 | $98.00 |
| $ 8,001 | - | 9,000 | $104.00 |
| $ 9,001 | - | 10,000 | $120.00 |
| $10,001 | - | 11,000 | $132.00 |
| $11,001 | - | 12,000 | $144.00 |
| $12,001 | - | 13,000 | $155.00 |
| $13,001 | - | 14,000 | $167.00 |
| $14,001 | - | 15,000 | $178.00 |

$15,001 & over, add $10/100 or fraction thereof

PLUS, sewer & water at $25.00 for each connection and/or tap.

**SANITARY SEWER CONNECTIONS**
**(all structures at time of extension to building)**
Each tap-in to the City sanitary sewer mains, or for each connection to an existing stub extension from the main, to serve the building sewer ..... $25.00

**CONNECTIONS TO CITY WATER MAINS**
**(all structures, building lots, subdivisions, etc.)**
Each individual tap in the city water mains, whether for immediate or future use ..... $25.00

Gas piping ..... $25.00

PSI test to reconnect to gas for services abandoned six months or greater ..... $50.00

NOTE: When taps for water extension to serve individual lots at the time of installation of the water main system, such taps shall be made by Illinois licensed plumbers who are bonded to act as contractors by the City of Moline, Illinois, and proper permits shall be procured and paid for at that time.

Residential RPZ, commercial RPZ, additional meter, cross-connection repair ..... ea $25.00

**OTHER INSPECTIONS & FEES**
Inspections outside of normal business hours (2 hours minimum charge) ..... $50.00 per hour*

Re-inspection fees assessed under provisions of Section 109 ..... $50.00 per hour*

Inspections for which no fee is specifically indicated (minimum charge - ½ hour) ..... $50.00 per hour*

Additional plan review required by changes, additions, or revisions to plans ..... $50.00 per hour*

For use of outside consultants for plan checking and inspections, or both…… Actual costs**

* Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages, and fringe benefits of the employees involved.
**Actual costs include administrative and overhead costs."

# ARTICLE VI. ELECTRICAL CODE

## SEC. 8-6100. ELECTRICAL CODE ADOPTED.

The National Electrical Code, 2011 Edition, as published by the National Fire Protection Association and the International Code Council Electrical Code Administrative Provisions, 2012 Edition, as published by the International Code Council, are hereby adopted as the Moline Electrical Code and each is incorporated herein by this reference thereto as if each were set out in haec verba. Three (3) copies of such Code shall be kept on file in the city clerk's office for inspection and shall remain on file therein for such purposes.

## SEC. 8-6101. AMENDMENTS TO MOLINE ELECTRICAL CODE - GENERAL.

The National Electrical Code portion of the Moline Electrical Code adopted in this article by reference is specifically amended as follows:

(a) **Section 210.8 Ground-Fault Circuit-Interruptor Protection for Personnel.**

1. **Subsection (A) Dwelling Units.**

Change "Exception to (5)" to "Exceptions to (5)"; and
Add the following language as one additional exception thereto:

"GFCI receptacle shall not be required for sump pumps as long as a single grounded receptacle is installed."

2. **Subsection (B) Other Than Dwelling Units.**

Add one additional exception before the current exceptions:

"Exception No. 1 to (2): Commercial (non-residential) refrigerators and freezers will not be required to have ground-fault-circuit-interrupter protection if the outlet is not accessible to be used for a general purpose outlet."

3. Add one new subsection (D) as follows:

"**(D) GFCI Outlets.** All 120-volt, single phase, 15- and 20- ampere convenience receptacles within six (6) feet of any plumbing fixture must be GFCI protected in both residential, commercial, and industrial applications."

(b) **Article 220 Branch-Circuit, Feeder and Service Calculations.**

Add one new section:

"**Section 220.17 Maximum number of outlets per circuit.**

Except as otherwise provided, the maximum number of outlets per circuit shall be:

(1) Lighting outlets……10
(2) Convenience outlets (general)……..10 duplex receptacles
Convenience outlets (kitchen)……..2 duplex receptacles"

(c) **Article 230 Services.**

Add one new section:

"**Section 230.45 Service-Entrance Conductors Inside Structures.**

When located inside a structure, non-fused service entrance conductors shall not extend more than ten (10) feet inside the structure unless the code official permits the ten (10) feet to be increased."

(d) **Section 310.106(A) Minimum Size of Conductors.**

Delete **Table 310.106(A) Minimum Size of Conductors** and replace with the following:

**"Table 310.106(A) Minimum Size of Conductors**

| Voltage Rating of Conductor - Volts | Minimum Conductor Size – AWG Aluminum or Copper-clad | |
|---|---|---|
| | Copper | Aluminum |
| Up to 2000 | 12 | 10 |
| 2001 to 8000 | 8 | 8 |
| 8001 to 15000 | 2 | 2 |
| 15001 to 28000 | 1 | 1 |
| 28001 to 35000 | 1/0 | 1/0" |

(e) **Section 334.10 Uses Permitted.**

Delete entire section and replace with:

"**Section 334.10 Uses Permitted.** Type NM and Type NMC cable, minimum size #12 copper or equivalent shall be permitted to be used in one-family, two-family, and multi-family. All service and sub-feeds shall be installed in raceway.

For the purpose of this article, the first floor of a building shall be that floor which is designed for human habitation and which has fifty (50) percent or more of its perimeter with or above finished grade of the exterior wall line.

Exception: One-family and two-family dwellings not exceeding three (3) stories in height may utilize #12 NM or NMC cable or larger without race-ways for sub-feeds."

(f) **Section 334.12(A) Types NM, NMC, and NMS.**

Add two new subsections (11) and (12):

"(11) Type NM and NMC cable shall not be used as a fixture whip for any electrical installation in residential, commercial, or industrial applications.

(12) Type NM and NMC cable shall not be used in any commercial or industrial applications."

## SEC. 8-6102. AMENDMENTS TO MOLINE ELECTRICAL CODE – ADMINISTRATIVE.

The 2012 International Code Council Electrical Code Administrative Provisions portion of the Moline Electrical Code adopted in this article by reference is specifically amended as follows:

(a) **Section 101.1 Title.**

Insert "the City of Moline" for [NAME OF JURISDICTION].

(b) **Section 301 Department of Electrical Inspection.**

Change "Department of Electrical Inspection" to "building division"

(c) **Section 301.1 Creation of enforcement agency.**

Delete entire section and replace with:

"**301.1 General.** The building division is responsible for enforcing the provisions of this code. The official in charge of the building division shall be known as the building official. References to 'code official' throughout this code shall be construed to mean 'building official or building official's designee."

(d) **Section 301.2. Appointment.**

Delete entire section and replace with:

"**301.2 Appointment.** The building official shall be appointed by the city administrator or designee thereof. References to 'the jurisdiction' throughout this code shall be construed to mean the 'City of Moline.'"

(e) **Section 302.5 Inspections.**

Delete entire section and replace with:

"**302.5 Inspections.** The building official shall make, or cause to be made, all of the inspections necessary to determine compliance with the provisions of this code in accordance with Chapter 8 of the Moline Code of Ordinances."

(f) **Section 302.9 Liability.**

Delete entire section and replace with:

"**302.9 Liability.** Subject to Section 2-1109 of the Moline Code of Ordinances, the code official, officer or employee charged with the enforcement of this code, while acting for the jurisdiction in good faith and without malice in the discharge of the duties required by this code or other pertinent law or ordinance, shall not thereby be rendered liable personally, and is hereby relieved from all personal liability for any damage accruing to persons or property as a result of any act or by reason of an act or omission in the discharge of official duties. Any suit instituted against any officer or employee because of an act performed by that officer or employee in the lawful

discharge of duties and under the provisions of this code shall be defended by the legal representative of the jurisdiction until the final termination of the proceedings.

The code official or any subordinate shall not be liable for costs in any action, suit or proceeding that is instituted in pursuance of the provisions of this code; and any official, officer or employee, acting in good faith and without malice, shall be free from liability for acts performed under any of its provisions or by reason of any act or omission in the performance of official duties in connection therewith."

(g) **Section 401.1 Permits required.**

Delete entire section and replace with:

"**401.1 Permits required.** Permits are required for all electrical work unless specifically exempted in section 401.3. Permit fees shall be paid prior to issuance of the permit. Issued permits shall be kept on the premises designated therein at all times and shall be readily available for inspection by the code official."

(h) **Section 401.3 Work exempt from permit.**

Add two new subsections (6) and (7):

"6. The installation, alteration or repair of electrical wiring, apparatus or equipment, or the generation, transmission, distribution or metering of electrical energy; or in the operation of signals or transmission of intelligence by a public or private utility in the exercise of its function as a service utility.

7. Replacement of flush or snap switches, fuses, lamp sockets, receptacles and other minor maintenance and repair work, such as replacing worn cords and tightening connections on a wiring device.

Exemption from the permit requirements of this code shall not be deemed to grant authorization for work to be done in violation of the provisions of this code or other laws or ordinances of the City of Moline."

(i) **Section 404.2 Schedule of permit fees.**

Insert the following in place of "[JURISDICTION TO INSERT APPROPRIATE SCHEDULE]":

**"TABLE 404.2(1)**
**ELECTRICAL PERMIT FEES**

New single-family residences……Application Fee $25.00 per unit
…….plus $0.05 per square foot of gross habitable floor area per unit

New multi-family residences or apartments (for rental purposes only).....$50.00 for the first unit
…….plus $25.00 for each additional unit

Incidental units (wiring, air conditioner units, furnaces, single outlets, etc.) ..... $17.00

Entrance services and temporary services ..... $17.00

Rewire multi-family residences or apartments…….....……...$30.00 for the first unit
…….....plus $10.00 for each additional unit

Wiring of additions, rewires, finishing basements, garages (attached or detached) ..... $25.00

Commercial or industrial wiring…….....…….....…….Application Fee $50.00
…….....……plus 1% of total cost of material & labor

Wiring of electrical signs…….....……$25.00 per sign
…….....(plus applicable building permit fee)

**OTHER INSPECTIONS & FEES**

Meter set for services abandoned six months or longer…….$50.00 per set

Inspections outside of normal business hours.....$50.00 per hour*
(2 hours minimum charge)

Re-inspection fees assessed under provisions of Section 109.....$50.00 per hour*

Inspections for which no fee is specifically indicated (minimum charge - ½ hour)…….....$50.00 per hour*

Additional plan review required by changes, additions, or revisions to plans.....$50.00 per hour*

For use of outside consultants for plan checking and inspections, or both.....Actual costs**

* Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages, and fringe benefits of the employees involved.

**Actual costs include administrative and overhead costs."

(j) **Chapter 11 Means of Appeal.**

Delete entire section and replace with:

"Refer to the Moline Code of Ordinances, Chapter 8, Article I, Division 3, Appeals Boards, Section 8-1304, Electrical Appeals Board."

(k) **Section 1202.2 Nonmetallic-sheathed cable.**

Delete entire section and replace with:

"**1202.2 Nonmetallic-sheathed cable.** The use of Type NM, NMC and NMS (nonmetallic sheathed) cable wiring methods shall not be limited based on height, number of stories or construction type of the building or structure. Type NM, NMC and NMS (nonmetallic sheathed) cable wiring methods are not permitted in commercial and industrial applications."

(l) **Section 1203.1.3 Installation.**

Delete in its entirety and replace with:

"**[PM] 1203.1.3 Installation.** All electrical equipment, wiring and appliances shall be properly installed and maintained in a safe and approved manner. Any rewiring or additions to existing electrical system must be installed in accordance with the current electrical code."

# ARTICLE VII. MISCELLANEOUS

## DIVISION 1. PRIVATELY OWNED SWIMMING POOLS

### SEC. 8-7100. DEFINED.

As used in this article, a "privately owned swimming pool" is defined as a swimming pool maintained primarily for use of the owner or tenant of the premises upon which the pool is situated, and of said owner's or tenant's family and friends, no charge being made for the use thereof.

### SEC. 8-7101. LEGISLATIVE INTENT.

The intent and purpose of this article is to protect the health and safety of persons constructing, using or maintaining privately-owned swimming pools within the City, by the establishment of minimum standards of construction and maintenance for such pools.

### SEC. 8-7102. SCOPE OF ARTICLE.

All provisions of this article pertaining to maintenance and sanitation shall apply to all swimming pools in the City, whether heretofore or hereafter constructed. Provisions pertaining to construction shall apply to pools constructed after May 21, 1957.

### SEC. 8-7103. SAFETY REQUIREMENTS.

(a) Pools subject to this article shall be equipped with grab rails and approved metal ladders firmly fastened to the construction.

(b) Diving boards will not be permitted in depths less than seven (7) feet of water.

(c) Pools shall be equipped with at least one (1) standard lifesaver, ring floats, hung easily demountable on four (4) sides of the pool where they are readily accessible.

(d) The pool area shall be entirely enclosed with a fence which shall meet the requirements of other applicable provisions of this Code and other City ordinances, and shall be not less than four (4) feet high with positive locking gates.

(e) Gates must be kept closed and locked at all times, except when the pool is in use and under the direct supervision of an adult.

### SEC. 8-7104. INSPECTION OF POOLS.

The City Council may from time to time instruct the environmental health specialist or other qualified representative of the City to inspect privately-owned swimming pools and to make reports and recommendations with respect to the operation and maintenance thereof for the purpose of keeping the same sanitary and protecting the health of persons using the pool.

## SEC. 8-7105. PERSONS WITH CONTAGIOUS DISEASES NOT TO USE POOLS.

It shall be unlawful for any person having an infectious or contagious disease to use any privately-owned swimming pool, and no person in charge of any pool shall knowingly permit such use.

## SEC. 8-7106. PERMIT REQUIRED; APPLICATION.

No person shall construct or install any privately owned swimming pool in the City without first obtaining a permit therefor from the building inspector. Each application for a permit shall be accompanied by plans and specifications.

## SEC. 8-7107. CONTRACTOR REGISTRATION.

Every person who, as contractor, manufacturer, distributor, or dealer in swimming pools, shall construct or install any privately-owned swimming pool in the City, shall register as a general contractor as required in Sec. 8-1400.

## SEC. 8-7108. CONCRETE CONSTRUCTION.

Privately owned swimming pools may be of watertight, reinforced concrete, with walls and bottom designed to withstand earth and water pressures and resist upheaval by frost. Certification of the plans and specifications by a licensed architect or a professional or structural engineer shall be sufficient evidence of compliance with the requirements of this section.

## SEC. 8-7109. APPROVAL OF OTHER TYPES OF CONSTRUCTION.

Approval of any other type of construction or of any manufactured or prefabricated privately-owned swimming pool may be obtained from the building official and building board of appeals upon proof that the type of construction is durable; will withstand earth, water and frost pressure; is not deleterious to health or safety; that impervious materials are used; and that the design is such as to maintain sanitary conditions and meets the general requirements of this article. All applications for such approval shall first be submitted to the building inspector for investigation and recommendation.

## SEC. 8-7110. APRONS; SCUM DISPOSAL.

An apron of impervious material at least four (4) feet wide shall encircle a privately-owned swimming pool and shall slope away from the pool to drain surface water. Scum gutters or other effective methods of removing scum shall be provided for all pools.

## SEC. 8-7111. PLUMBING.

Swimming pools subject to this article shall not be drained into City sanitary sewers, but may be connected to storm drains or gutters, or pumped or siphoned into ravines or natural watercourses. Any permanent water supply to pool shall be equipped with a vacuum breaker to prevent back-siphonage to the water supply system.

## SEC. 8-7112. WATER SUPPLY.

All pools subject to this article shall be equipped to provide constant recirculation and filtration of water.

# DIVISION 2. RENTAL HOUSING INSPECTION PROGRAM

## SEC. 8-7200. PURPOSE.

The purpose of this division is to promote and protect the health, safety and welfare of the City's residents by providing for the registration of rental units, buildings, and properties and the periodic inspection of such properties to ensure such properties meet the minimum standards established by the City's housing, electric, mechanical, plumbing and other property maintenance-related codes.

## SEC. 8-7201. DEFINITIONS.

For the purpose of this division, the following terms, phrases, words and their derivations shall have the meaning ascribed thereto:

(a) **Building Division** means the building division of the City of Moline.

(b) **City Administrator** means the city administrator for the City of Moline, or his or her designee.

(c) **City Council** means the City Council of the City of Moline.

(d) **Code** means any code or ordinance adopted, enacted and/or in effect, or any code or ordinance hereinafter adopted, in and for the City, concerning fitness of premises for habitation or the construction, maintenance, operation, occupancy, use or appearance of any premises or any dwelling unit, including, without limitation, Chapter 8 of this Code of Ordinances, existing Administrative Codes, Building Codes, Mechanical Codes, Property Maintenance Codes, Illinois State Plumbing Code, and Chapters 21 and 35 of this Code of Ordinances.

(e) **Code Manager** means the duly appointed and acting building official for the City of Moline, or his designee.

(f) **Common Area** means any space, place or location within or on the exterior of a multi-family building, which is not a part of a dwelling unit rented or leased to a person or persons for exclusive use.

(g) **Community Development Division** means the community development division of the City of Moline, a division of the City's department of planning and development.

(h) **Dwelling Unit** means one (1) or more rooms which are arranged, designed, or used as living quarters for a family or a community residence as a single housekeeping unit. A dwelling unit includes bathroom and kitchen facilities in addition to sleeping and living areas.

(i) **Fire Department** means the fire department of the City of Moline.

(j) **Law Department** means the law department or city attorney's office of the City of Moline.

(k) **Local Agent** means a person who is a natural resident of Rock Island County, Illinois, who is appointed by a property owner to accept service of notice on behalf of the property owner when said owner is not a natural resident of Rock Island County, Illinois.

(l) **Owner** means any person holding legal title to a property, a contract purchaser of same, including the guardian of the estate of any person, power of attorney, or executor or administrator of the estate of such person if ordered to take possession of real property by a court of competent jurisdiction.

(m) **Premises or Property** means a lot, plot, tract or parcel of land containing a building(s), including all improvements and structures erected, constructed or contained therein or thereon.

(n) **Rent** means consideration, including any deposit, bonus, benefit or gratuity, demanded or received for or in connection with the use or occupancy of a residential rental unit.

(o) **Residential Rental Property** means property containing any dwelling unit that is rented or available for rent to be used for residential purposes located in the City of Moline. Property is considered rental property if occupied by someone other than the legal owner of record or the owner's immediate family. For purposes of this division, immediate family shall mean spouse or direct lineal relative which shall include great grandparents, parents, children and grandchildren but which excludes cousins, aunts, and uncles.

## SEC. 8-7202. REGISTRATION OF RESIDENTIAL RENTAL PROPERTY.

(a) **Program participation required**. Beginning six (6) months after the effective date of this ordinance, no owner shall allow any person to occupy any residential rental unit in the City unless the owner has registered with the City by submitting a rental housing inspection program application. The owner of two (2) or more buildings containing rental dwelling units located on contiguous lots or parcels need obtain only one (1) license covering all such buildings. Once registered, every rental property will be inspected by the City to ensure that the property meets the minimum standards set pursuant to the Moline Code of Ordinances.

(b) **Program application and fee**. Application for the Rental Housing Inspection Program must be made on a form provided by the City. The original application must be accompanied by an application fee based on the following:

| | |
|---|---|
| $ 50.00 | for properties with less than five (5) units; |
| $ 75.00 | for properties with five (5) to ten (10) units; |
| $150.00 | for properties with eleven (11) to fifty (50) units; or |
| $200.00 | for properties with fifty-one (51) units or more. |

Willfully providing false information on the registration statement will result in assessment of a $250.00 fee. The owner shall supply the following information:

(1) The owner's full legal name, residence address, and telephone number. If owner is a corporation, provide full legal name, address, and telephone number of registered agent;

(2) The building manager/property agent's full legal name, residence address, and telephone number(s);

(3) The name of any person or persons holding any other legal or equitable interest in the property;

(4) If the owner resides outside of Rock Island County, Illinois, the full name, residence address and telephone number of the owner's local agent for service of process, as required in this division;

(5) The street address of the property to be licensed, type of building and number of dwelling units, and addresses for each unit; and

(6) Name of any buyer on contract for deed. A copy of the contract shall be provided to the City.

The property owner shall verify by oath or affidavit the veracity of all information provided on the application. Pursuant to this division, if at any time after the submission of the application information provided on the application changes, the owner shall notify the City of such change within fifteen (15) days of the date of such

change by way of a verified written affidavit. It shall be unlawful for an owner to provide false information, or otherwise make any misrepresentation, on a license application or subsequent document notifying the City of a change in information.

(c) **Exemptions**. The following property is exempt from the registration requirement of this division:

(1) Property declared as condominium property under the Illinois Condominium Property Act, 765 ILCS 605/1 *et seq*., and amendments thereto;

(2) Property owned and managed by the Moline Housing Authority, a municipal corporation;

(3) Property containing facilities licensed under state or local law for operation as an assisted or shared living, nursing home or long-term care facility, a convalescent home, or any other facility providing residential care to persons with mental health and/or developmental disabilities;

(4) Hotels and motels, bed and breakfast establishments, community reception establishments;

(5) Property containing only one (1) dwelling unit;

(6) Property containing only two (2) dwelling units, one (1) of which is occupied by the owner of the property.

(d) **Term**. Applications submitted in 2006 or 2007 for the 2007 calendar year shall be valid through December 31, 2008. Thereafter, registration shall be valid for a term of one (1) year, commencing on the date of submission.

(e) **Renewal**. The registration must be renewed annually by submitting the renewal application and renewal fee to the City no less than fifteen (15) days prior to the license expiration. The renewal fee shall be based upon the following:

| | |
|---|---|
| $ 50.00 | for properties with less than five (5) units; |
| $ 75.00 | for properties with five (5) to ten (10) units; |
| $150.00 | for properties with eleven (11) to fifty (50) units; or |
| $200.00 | for properties with fifty-one (51) units or more. |

Annual renewal notices will be mailed to the owner at his or her address provided on the application. Any fees due and owing shall be added to the yearly registration fee and must be paid in full at the time of the renewal.

(f) **Transferability of Application**. Property registration pursuant to this division is nontransferable. If the property ownership changes during a registration term, the owner shall notify the City in writing of the property transfer and provide the City with the name and address of the transferee. The new property owner, shall, within fifteen (15) days of the transfer, submit an application to the City along with the applicable application fee required herein.

(g) **Vacant Rental Units**. Vacant and unoccupied rental dwelling units shall be inspected during all safety inspections. If the power is off for more than six (6) months, it is required that mechanical and electrical equipment be inspected before the gas and electricity are turned on.

## SEC. 8-7203. LOCAL AGENT REQUIRED.

Whenever the owner of property required to be licensed under this division is not a natural person residing within Rock Island County, Illinois, the owner shall appoint a natural person who resides within Rock Island County, Illinois, or shall appoint the Moline city clerk to serve as his or her local agent for the service of such

notices that may be required under this division or other provisions of this Code of Ordinances. Should the owner appoint a person other than the city clerk to act as his or her local agent, notices shall be served upon the local agent personally or by certified or regular mail and such service shall be sufficient to satisfy any requirement of notice to the owner. Should the owner appoint the city clerk to act as his or her local agent, notices shall be personally served upon the city clerk at said clerk's office in city hall in Moline, and the city clerk shall send the notices to the owner, via certified mail, return receipt requested, at his or her address provided on the licensing application. Such service by the city clerk shall be sufficient to satisfy any requirement of notice to the owner. If the owner designates a new local agent, the owner shall notify the City's rental housing inspections office no later than fifteen (15) days after the change.

## SEC. 8-7204. SAFETY INSPECTION OF RESIDENTIAL RENTAL BUILDINGS AND PROPERTY.

(a) **Safety inspection**. All rental property subject to this division shall be subject to a periodic safety inspection by the City as set forth herein and to the extent determined by the city administrator or his designee.

(1) All rental property covered by this ordinance shall be inspected. After inspection, the property will be classified as follows:

a. CLASS A – The property is in excellent condition and has minor or no violations of applicable City codes requiring re-inspection. The property shall be re-inspected in four (4) years. If violations are found, it is the owner's responsibility to notify the City when repairs have been completed and request a re-inspection to verify compliance. The City shall presume that repairs have not been completed if an owner does not notify the City, and the City shall issue a notice to appear for a hearing either in the Municipal Code Enforcement System or circuit court.

b. CLASS B – The property is in good condition and has minor violations of applicable City codes requiring re-inspection and the violations do not pose an immediate threat of danger to the life, health and safety of the occupants of the property. The property shall be re-inspected in two (2) years. It is the owner's responsibility to notify the City when repairs have been completed and request a re-inspection to verify compliance. The City shall presume that repairs have not been completed if an owner does not notify the City, and the City shall issue a notice to appear for a hearing either in the Municipal Code Enforcement System or circuit court.

c. CLASS C – The property is in sound condition but has violations of applicable City codes requiring re-inspection but that do not pose an immediate threat of danger to the life, health or safety of the occupants of the building. The property shall be re-inspected in one (1) year. It is the owner's responsibility to notify the City when repairs have been completed and request a re-inspection to verify compliance. The City shall presume that repairs have not been completed if an owner does not notify the City, and the City shall issue a notice to appear for a hearing either in the Municipal Code Enforcement System or circuit court.

d. CLASS N – New construction. First inspection four (4) years from date of the occupancy permit.

(b) **Owner or local agent to provide access to property**.

(1) If the owner appoints a person other than the city clerk to act as his or her local agent, the owner or the owner's local agent shall, upon reasonable notice, provide the City access to inspection areas

and may be present during any such safety inspection. If the owner or owner's local agent fails to provide access to all areas subject to inspection herein on a date and time agreed to between the City and owner or owner's local agent, the City may impose an additional fee in the amount of fifty dollars ($50.00). If the owner or owner's local agent refuses access to conduct a safety inspection, the City may apply to a court of competent jurisdiction for an administrative search warrant to search the premises as provided by this code and the common law of the State of Illinois.

(2) If the owner appoints the city clerk to act as his or her local agent, upon reasonable notice to the owner, it shall be the owner's exclusive responsibility to provide the City access to inspection areas or to arrange for such access. The owner may be present during any such safety inspection. If the owner fails to provide access to all areas subject to inspection herein on a date and time agreed to between the City and owner, the City may impose an additional fee in the amount of fifty dollars ($50.00). If the owner refuses access to conduct a safety inspection, the City may apply to a court of competent jurisdiction for an administrative search warrant to search the premises as provided by this Code and the common law of the State of Illinois.

(3) Owners/Agents shall contact the City at least seven (7) business days prior to the scheduled inspection if they are unable to obtain their tenants' consent to the inspection, if a planned inspection includes the interior space under that tenant's exclusive possession. Failure to do so will be considered a missed inspection and subject to penalties.

(c) **Property failing a safety inspection**. Any and all code violations identified during a City safety inspection will be brought to the owner's attention by means of serving a copy of a safety inspection checklist to the owner or the owner's local agent, and the owner will be given a reasonable time to correct such code violations. If the property fails to pass re-inspection, and more than one (1) re-inspection is required, the owner shall pay the City a flat re-inspection fee of one hundred dollars ($100.00) for one (1) or more minor violations or two hundred dollars ($200.00) for one (1) or more major violations. If the code violations remain uncorrected, the code violations will be referred to the building division or community development division, as the case may be, which division will pursue compliance with applicable code provisions. Upon receipt of a notice and order to correct any and all code violations, the owner may appeal the notice. Any person having record title or legal interest in the building may appeal from the notice and order or any action of the code manager, provided the appeal is made in writing as provided in the current housing code, and filed with the code manager within fourteen (14) days from the date of service of such notice and order. Failure to appeal will constitute a waiver of all rights including without limitation the right to an administrative hearing and determination of the matter.

(d) **Property passing a safety inspection**. If, following any City initial or follow up safety inspection, a property is found to have passed such inspection with an approval of Class A, Class B or Class C, and the appropriate registration and inspection fees have been paid to the City, then this classification rating will remain valid until such time as any subsequent City inspection determines otherwise. Property owners are still responsible for correcting any Code violations that are not part of the safety inspection and any Code violations that occur on a property during the interim period between inspections and will be subject to penalties as provided by City codes for failure to do so. The City may randomly conduct a safety inspection of any residential rental property during the interim period in order to determine if the property continues to meet City codes. Should any property fail such a City inspection, then the classification rating may be revoked or reassigned. In the interim, the City shall proceed according to this division and nothing herein shall prevent or otherwise limit the City from enforcing this division or any other City code.

(e) **Inspection Fees**. After the initial inspection has been completed, the property owner will be notified of any code violations. If a compliance inspection is not needed, a classification rating will be assigned. If a compliance inspection is needed, the compliance inspection will be scheduled. There is not a fee for the first compliance inspection. However, if additional compliance inspections are needed, they will be billed at one hundred dollars ($100.00) for one (1) or more minor violations or two hundred dollars ($200.00) for one (1) or more major violations. A missed inspection fee of fifty dollars ($50.00) will also be assessed.

(f) **Probable cause to inspect dwelling units**. If the City encounters any condition, fact, evidence or other indicia establishing probable cause that a code violation has occurred or exists upon the premises in a dwelling unit or in any location, the City may apply to a court of competent jurisdiction for an administrative search warrant to inspect the premises as provided by this Code and the common law of the State of Illinois.

(g) **Failure to Consent to Inspection.** If, upon being given reasonable notice, the occupant or tenant of a rental dwelling unit refuses to consent to an inspection of the premises under that person's exclusive possession, the City may order the unit to be vacated for failing to comply with this division. Said unit may not be further leased or occupied until the City has inspected the unit.

## SEC. 8-7205. SALE OR LEASE OF RESIDENTIAL RENTAL PROPERTY; DISCLOSURE REQUIREMENT.

An owner entering into any contract for the sale, transfer or lease of a residential rental property subject to this division shall provide the prospective purchaser, purchasers, lessee or lessees with copies of any and all City safety inspection checklists generated during the previous two (2) years on or before entering into the contract. In issuing a City safety inspection checklist, the City does not represent, insure, warrant, or guarantee to any owner, purchaser, lessor, agent, attorney, lender, title or property insurer or to any of their respective heirs, successors or assigns, that such safety inspection checklist includes all of the code violations existing at the property at the time of the safety inspection. The City's failure to list a code violation on an inspection report is not a warranty or guarantee that the violation does not or did not exist on the property. At an owner or local agent's request, the City may issue a letter or other written document stating that the code violations listed on a City safety inspection checklist have been corrected to the City's satisfaction, when, in fact, such violations have been corrected.

## SEC. 8-7206. AUTHORITY TO ENFORCE DIVISION.

The city administrator shall have the authority to enforce the provisions of this division, and shall assign responsibility for administration and enforcement of this division to such department or departments of the City as may be appropriate, including, without limitation, the law department, the building division, the community development division, and the fire department. The city administrator is authorized to recommend reasonable and necessary policies, rules and regulations to carry out the provisions of this division, which shall be approved by resolution of the City Council. This division is not intended to, nor shall its effect be, to limit any other enforcement remedies which may be available to the City under any other code, law, rule or regulation.

## SEC. 8-7207. PENALTIES.

In addition to any other remedies provided for herein, any person who commits an offense, violates, neglects, refuses to comply with, or assists or participates in any way in the violation of any of the provisions or the requirements of this division shall be fined not less than one hundred dollars ($100.00) and not more than seven hundred fifty dollars ($750.00) for each such violation. Each day such a violation continues shall constitute a separate offense.

## SEC. 8-7208. SEVERABILITY.

Should any part of this ordinance be determined to be illegal, invalid, or otherwise unenforceable, then all such remaining parts not so affected by such illegality, invalidity, or unenforceability shall continue in full force and effect.

# DIVISION 3. EMERGENCY RADIO SYSTEM COVERAGE

## SEC. 8-7300. PURPOSE.

The stated purpose and intent of this ordinance is to benefit and protect the health, safety and welfare of the City's residents and the City's police and fire personnel by ensuring the uninterrupted operation of the City's public safety, law enforcement, and other emergency-related and operational or planned wireless communications networks. The City's wireless communications networks are essential to the health, safety, and welfare of the citizens of the City of Moline by providing communications for law enforcement activities, for emergency medical treatment, for fire suppression, for carrying on the business of government, and for providing communications in time of disasters. The construction or erection of tall, high-density structures in other areas of the United States have in the past resulted in the need for agencies to relocate their communications facilities or to provide additional facilities at a substantial cost to the public. This ordinance is intended to require that persons or entities constructing or erecting structures in the City of Moline do so in a manner that does not interfere with the City's communication networks or to alternatively provide the appropriate facilities necessary to eliminate that interference.

## SEC. 8-7301. REQUIREMENTS FOR COMPLIANCE.

(a) Except as otherwise provided in this division, no person shall erect, construct, change the use of, remodel or provide an addition in area greater than twenty percent (20%) of the footprint of the original building to, any building or structure or any part thereof, or cause the same to be done, which fails to support adequate radio coverage for the city's 911 centre communications system. Additionally, new or modified buildings or structures exceeding five (5) stories in height may not interrupt the microwave paths connecting the facilities that make up the 911 centre communications infrastructure. Prior to obtaining a building permit for such construction or modifications, the property owner must provide proof by a registered engineer's certification that the structure will not interfere with the present or planned microwave path. This certification must be provided to both the city's building official as well as to the city's chief of police and fire chief.

(b) For purposes of this section, adequate radio coverage shall mean that the radio coverage is sufficient to pass the testing procedures set forth in this division.

## SEC. 8-7302. AMPLIFICATION SYSTEMS ALLOWED.

(a) Buildings and structures that do not support adequate radio coverage as identified herein shall be equipped with either a radiating cable system or an internal multiple antenna system with or without FCC type accepted bi-directional 800 MHz amplifiers as needed.

(b) If any part of the installed system or systems contains an electrically powered component, the system shall be capable of operating on an independent battery and/or generator system for a period of at least twelve (12) hours without external power input. The battery system shall automatically charge in the presence of an external AC power input.

(c) The 911 Centre System may require that bi-directional amplifiers include filters to reduce adjacent frequency interference at least 35 dB below the NPSPAC band. Consultation with City staff is required to determine if the specific installation requires this additional filtering. If required by the system design, these filters shall be tuned to 825 MHz and to 870 MHz so that they will be 35 dB below the NPSPAC frequencies of 824 MHz and 869 MHz respectively. Other settings may be used provided that they do not attenuate the NPSPAC frequencies and further provided that they are not more than one MHz from the NPSPAC frequencies.

## SEC. 8-7303. ALTERNATIVE METHODS.

Another acceptable method of providing coverage is to construct low-power 'filler' trunked radio sites that are integrated into the 911 Centre System. This alternative approach may be considered where the use of bi-directional amplifiers proves impractical.

## SEC. 8-7304. CABLE RACEWAYS REQUIRED.

Any person who constructs or develops a commercial or industrial building or structure of any size shall install two (2) inch non-metallic raceways in the walls into which radiating cable or coaxial cable may be laid. Such raceways shall include an easily accessible opening to the structure's roof surface that allows for placement of an exterior antenna and access to each floor within the structure.

## SEC. 8-7305. TESTING PROCEDURES.

(a) Whenever a building is required to comply with this division, the building owner must contact the City's chief of police who shall cause personnel from the police department to test the radio system to ensure that two-way coverage on each floor of the building, including underground floors, meets a minimum of ninety percent (90%) coverage. Whenever a building without a radio system fails to pass such test, then a radio system must be installed, and the building re-tested upon completion of installation. For purposes of testing, each floor of the building shall be divided into a grid of approximately twenty (20) equal areas. A maximum of two (2) nonadjacent areas may fail the test. In the event that three (3) of the areas fail the test, in order to be more statistically accurate, the floor may be divided into forty (40) equal areas. In such event, a maximum of four (4) nonadjacent areas may fail the test. If the system fails to pass the forty (40) area test, the building owner shall have the system altered to meet the ninety percent (90%) coverage requirement.

(b) The test required by this section shall be conducted using a portable radio of the type the City and the 911 Centre System then currently utilize. A spot located approximately in the center of a grid area will be selected for the test, then the radio will be keyed to verify two-way communications to and from the outside of the building through the 911 Centre System. Once the center spot has been selected, prospecting for a better spot within the grid area will not be permitted.

(c) The gain values of all amplifiers shall be measured and the test measurement results shall be provided to the building owner, and shall be kept on file with the building owner in the building. The measurements can be compared and verified each year during the owner's annual tests, as provided herein. In the event that the measurement results became lost, the building owner shall notify the chief of police, who will cause police department personnel to rerun the acceptance test to re-establish the gain values.

(d) When a radio system is required, the building owner shall cause a technician in possession of a current FCC license, or a technician certified by the Associated Public-Safety Communications Officials International (APCO) or the Personal Communications Industry Association (PCIA), to test all active components of the system, including but not limited to amplifiers, power supplies and backup batteries, a minimum of once every twelve (12) months. Amplifiers shall be tested to ensure that the gain remains the same as that found upon initial upon initial installation and acceptance. Backup batteries and power supplies shall be tested under load for a period of one (1) hour to verify that they will properly operate during an actual power outage. If within the one (1) hour test period, in the opinion of the testing technician, the battery exhibits symptoms of failure, the test shall be extended for additional one (1) hour periods until the testing technician confirms the integrity of the battery. All other active components shall be checked to determine that they are operating within the manufacturer's specifications for the

intended purpose. The technician shall prepare a written report documenting the test findings, and the building owner shall provide the chief of police with a copy within ten (10) days of the completing of testing.

(e) In addition to the annual test, the building owner shall contact the chief of police to arrange for police department personnel to perform a radio coverage test a minimum of once every five (5) years to ensure that the radio system continues to meet the requirements of the original acceptance test. The procedures set forth above shall apply to such tests.

(f) Police and fire personnel, at any time after providing reasonable notice to the building owner or his or her representative, shall have the right to enter onto the property to conduct field testing to be certain that the required level of radio coverage is present. Upon completion of each inspection in which the building does not meet the testing requirements set forth herein, the building owner shall pay the City an inspection fee of fifty dollars ($50.00).

## SEC. 8-7306. EXEMPTIONS.

(a) This ordinance shall not apply to the following buildings provided they do not make use of any metal construction or any underground storage or parking areas:

(1) Buildings less than five thousand (5,000) gross area square feet;

(2) Any building constructed of wood frame;

(3) Any building thirty-five (35) feet high or less.

(b) For purposes of this section, parking structures and stairwells are included in the definition of "building" and stair shafts and elevators are included in the definition of "all parts of a building."

## SEC. 8-7307. PENALTIES.

Any person violating any of the provisions of this ordinance shall be subject to a fine in accordance with the general penalty provisions of the Moline Code of Ordinances as set forth in Section 1-1107 of said code. In addition, any building or structure which does not meet the requirements set forth in this ordinance is hereby declared to be a public nuisance, and the City may, in addition to seeking any other appropriate legal remedy, pursue equitable remedies to abate said nuisance in accordance with the provisions of Chapter 21 of the Moline Code of Ordinances.

## SEC. 8-7308. SEVERABILITY.

If any section, subsection, sentence, clause, phase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions hereof.

## SEC. 8-7309. CONFLICT.

This ordinance supersedes all articles or parts of articles adopted prior hereto which are in conflict herewith, to the extent of such conflict.

# DIVISION 4. FILLING AND GRADING REQUIREMENTS

## SEC. 8-7400. APPLICATION REQUIREMENTS.

(a) For all filling and grading to be done within the City, a fill permit must be obtained and a permit fee must be paid. The permit fee is based on cubic yards as set forth in Table 109.2(1) of Section 8-2101 of this Code. The permit application shall be accompanied by a plan in sufficient clarity to indicate the nature and extent of the work. The plan shall give the location of the work, the name of the owner, and the name of the person who prepared the plan. The plan shall include the following information: the general vicinity of the proposed fill site, limiting dimensions and depth of fill, amount of fill to be placed, the location of any buildings or structures where filling is to be performed, the location of any buildings or structures within fifteen (15) feet of the proposed filling, the location of silt fence and erosion control measures, and the location of all right-of-way or easements in the general vicinity. The permit is valid for one-hundred eighty (180) days unless an extension is granted by the code manager.

(b) For all filling and grading affecting an area greater than or equal to five hundred (500) square feet, a drainage permit must be obtained from the City's Engineering Division as set forth in Section 34-4201 of this Code.

## SEC. 8-7401. EROSION CONTROL AND DRAINAGE.

(a) Erosion control must be implemented in accordance with Section 34-4200 of the Moline Code of Ordinances. The faces of cut and fill slopes shall be prepared and maintained to control against erosion, which may consist of effective planting. The protection for the slopes shall be installed as soon as practical. Where necessary, check dams, cribbing, riprap, or other devices or methods shall be employed to control erosion and provide safety. Silt fences will be required. Ground cover must be established promptly.

(b) Fill shall be placed in such a way as to not impede flow/drainage patterns and shall be done in accordance with the City's stormwater utility ordinance, Sections 34-4100 through 34-4503, and all other applicable laws, regulations, and ordinances.

## SEC. 8-7402. TYPE AND SIZE OF FILL.

Only dirt, sand, gravel, stone, rock, broken concrete without any reinforcement and clean brick and concrete may be used for fill material. Detrimental amounts of organic material shall not be permitted in fills. No rock, broken concrete or similar irreducible material with a maximum dimension greater than twelve (12) inches shall be buried or placed in fills.

## SEC. 8-7403. OTHER REQUIREMENTS.

(a) Fill site shall be fenced to discourage dumping.

(b) Fill should extend completely across a ravine and intersect each side at approximately equal elevations.

(c) City right-of-way shall be cleaned of all mud and debris by owner of fill site.

(d) Filling of sites which adjoin unimproved streets will not be permitted from March 1 to June 1.

(e) Fill slopes shall be no steeper than two (2) horizontal to one (1) vertical.

Fill sites are subject to inspection by the building or engineering divisions at any time to ensure continuing compliance.

---

***Reference Notes:***

(1) Ord. No. 3051-2005, repealed Chapter 8 in its entirety; new Chapter 8 enacted; 09/13/05

(2) Prior and subsequent ordinance amendments are referenced below by their section numbers, ordinance numbers and adoption dates.

| Code Section No. and Action | Ordinance No. | Adoption Date |
|---|---|---|
| Art. I Div. 5 enacted, CERTIFICATES OF OCCUPANCY | 3028-2008 | 03/25/08 |
| Art. II BUILDING CODE repealed; new Article II BUILDING CODE enacted | 2003-03-01 | 03/04/03 |
| Art. IV MECHANICAL CODE repealed; new Art. IV MECHANICAL CODE enacted | 2003-03-01 | 03/04/03 |
| Art. VII Div. 4 Filling and Grading Requirements enacted | 3028-2008 | 03/25/08 |
| Art. VIII ELECTRICAL CODE repealed; new Art. VIII ELECTRICAL CODE enacted | 2003-03-01 | 03/04/03 |
| Art. IX Div. 2 MULTI-FAMILY RENTAL PROPERTY enacted | 2002-12-04 | 12/17/02 |
| Art. IX Div. 2 repealed; new Div. 2 enacted | 3019-2007 | 05/08/07 |
| Art. IX Div. 3 IN-BUILDING EMERGENCY RADIO SYSTEM COVERAGE enacted | 2002-11-04 | 11/19/02 |
| Sec. 8-1101 amended by adding one additional sentence to the end of Sec. 81-1101 | 3028-2008 | 03/25/08 |
| Sec. 8-1103 enacted | 2003-03-01 | 03/04/03 |
| Sec. 8-1104 enacted | 2003-03-01 | 03/04/03 |
| Sec. 8-1105 enacted | 2003-03-01 | 03/04/03 |
| Sec. 8-1300 repealed; new Sec. 8-1300 enacted | 3028-2008 | 03/25/08 |
| Sec. 18-1301 repealed; new Sec. 8-1301 enacted | 3028-2008 | 03/25/08 |
| Sec. 8-1401 repealed; new Sec. 8-1401, ELECTRICAL CONTRACTOR LICENSE, enacted | 2001-02-03 | 02/20/01 |
| Sec. 8-1401 repealed; new Sec. 8-1401 enacted | 3028-2008 | 03/25/08 |
| Sec. 8-1402 repealed; new Sec. 8-1402 enacted | 3028-2008 | 03/25/08 |
| Sec. 8-1403 repealed; new Sec. 8-1403 enacted | 3014-2013 | 06/11/13 |
| Sec. 8-1800(c) repealed; new Sec. 8-1800(c) enacted | 2002-06-13 | 06/25/02 |
| Sec. 8-1801 repealed; new Sec. 8-1801 enacted | 97-6-1 | 06/10/97 |
| Sec. 8-2101(l) repealed; new Sec. 8-2101(l) enacted | 3039-2011 | 11/01/11 |
| Sec. 8-2101(b) and (o) enacted and the remaining subsections consecutively renamed | 3028-2008 | 03/25/08 |
| Sec. 8-2201 repealed; new Sec. 8-2201 enacted | 3028-2008 | 03/25/08 |
| Sec. 8-3101 repealed; new Sec. 8-3101 enacted; 11/01/11 | 3039-2011 | 11/01/11 |
| Sec. 8-4101 repealed; new Sec. 8-4101 enacted | 3028-2008 | 03/25/08 |
| Sec. 8-4102 enacted | 3061-2006 | 12/19/06 |
| Sec. 8-5101 subsections (g), (h), (i), (j) and (k) repealed; new subsections (g), (h), (i), (j), (k), (l) and (m) enacted | 2003-03-01 | 03/04/03 |
| Sec. 8-5101 repealed; new Sec. 8-5101 enacted | 3028-2008 | 03/25/08 |
| Sec. 8-5101 repealed; new Sec. 8-5101 enacted | 3009-2009 | 04/14/09 |
| Sec. 8-5101(b) repealed; new Sec. 8-5101(b) enacted; original subsection (b) becomes (c) and the remaining subsections consecutively renamed; original subsection (f) repealed; new subsection (g) enacted | 3016-2013 | 07/23/13 |
| Sec. 8-6102 repealed; new Sec. 8-6102 enacted | 3039-2011 | 11/01/11 |
| Sec. 8-7102 PERMIT FEE SCHEDULE enacted | 2003-03-01 | 03/04/03 |
| Sec. 8-7102 repealed; new Sec. 8-7101 enacted | 3039-2011 | 11/01/11 |
| Sec. 8-7202(b) repealed; new Sec. 7202(b) enacted | 3028-3013 | 10/01/13 |
| Sec. 8-7202(d) repealed; new Sec. 7202(d) enacted | 3028-3013 | 10/01/13 |
| Sec. 8-7202(e) repealed; new Sec. 7202(e) enacted | 3028-3013 | 10/01/13 |
| Sec. 8-7204(c) repealed; new Sec. 8-7204(c) enacted | 3028-2008 | 03/25/08 |
| Sec. 8-7204(c) repealed; new Sec. 8-7204(c) enacted | 3028-2013 | 10/01/13 |
| Sec. 8-7204(d) repealed; new Sec. 8-7204(d) enacted | 3005-2012 | 02/21/12 |
| Sec. 8-7204(e) repealed; new Sec. 8-7204(e) enacted | 3028-2013 | 10/01/13 |
| Sec. 8-7204(e) repealed; new Sec. 8-7204(e) enacted | 3005-2012 | 02/21/12 |
| Sec. 8-7205 repealed; new Sec. 8-7205 enacted | 3005-2012 | 02/21/12 |

Council Bill/General Ordinance No. 3063-2013
Sponsor _____

AN ORDINANCE

AMENDING Chapter 11, "FIRE PREVENTION AND PROTECTION," of the Moline Code of Ordinances, by repealing Article I in its entirety and enacting in lieu thereof one new Article I relating to the same subject matter.

_____

WHEREAS, City staff has reviewed and made amendments to Chapter 11 of the Moline Code of Ordinances to adopt the International Fire Code, 2012 Edition, as the "Moline Fire Code;" and

WHEREAS, adoption of this ordinance is intended to protect and enhance the public health, safety, morals and welfare, as related to the City of Moline and its citizens.

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

**Section 1** – That Chapter 11, "FIRE PREVENTION AND PROTECTION," of the Moline Code of Ordinances, is hereby amended by repealing Article I, "FIRE PREVENTION," in its entirety and enacting in lieu thereof one new Article I relating to the same subject matter, which shall read as follows:

## "ARTICLE I. FIRE PREVENTION

### SEC. 11-1100. FIRE CODE ADOPTED.

The International Fire Code, 2012 Edition, as published by the International Code Council, including all International Fire Standards, 2012 Edition, and all International Fire Code Appendices, 2012 Edition, published therewith, is hereby adopted by reference as the "Moline Fire Code" as if set out in haec verba at this point. Three (3) copies of such Code shall be kept on file in the City Clerk's office for inspection and shall remain on file therein for such purpose.

### SEC. 11-1101. LOCAL AMENDMENTS TO FIRE CODE.

The Moline Fire Code adopted in this article by reference is specifically amended as follows:

(a) **101.1 Title.**

Insert "the City of Moline" for [NAME OF JURISDICTION].

(b) **103.4 Liability.**

Replace entire section with:

"**103.4 Liability.** Subject to Sec. 2-1109, "INDEMNIFICATION," of the Moline Code of Ordinances, the code official or employee charged with the enforcement of this code, while acting for the jurisdiction, shall not thereby be rendered liable personally, and is hereby relieved from all

personal liability for any damage accruing to persons or property as a result of an act required or permitted in the discharge of official duties."

(c) **103.4.1 Legal defense.**

Replace entire section with:

"**103.4.1 Legal Defense.** Subject to Sec. 2-1109, "INDEMNIFICATION," of the Moline Code of Ordinances, any suit instituted against any official or employee because of an act performed by that officer or employee in the lawful discharge of duties and under the provisions of this code shall be defended by the legal representative of the jurisdiction until the final termination of the proceedings. The fire code official or any subordinate shall not be liable for costs in an action, suit or proceeding that is instituted in pursuance of the provisions of this code; and any officer of the department of fire prevention, acting in good faith and without malice, shall be free from liability for acts performed under any of its provisions or by reason of any act or omission in the performance of official duties in connection therewith."

(d) **105.3 Conditions of a permit.**

Add one new subsection:

"**105.3.9 Mandatory licensing required.** All contractors performing installation, service or maintenance on fire protection systems, including but not limited to, fire extinguishers, fire alarm systems, sprinkler systems, commercial kitchen extinguishing systems or any other automatic extinguishing systems, shall be licensed by the office of the Illinois State Fire Marshal and/or any other State regulatory agency as applicable. Documentation of mandatory State licensing shall be available to the fire code official at all times and submitted with any permit or license application."

(e) **105.6.30 Open burning.** Delete entire section.

(f) **107 Maintenance.**

1. **107.2.1 Test and inspection records.**

Delete subsection 107.2.1 and replace with:

"**107.2.1 Test and inspection records.** Required test and inspection records shall be maintained by the system owner and made available to the fire code official at all times and inspection records for fire sprinkler systems, commercial kitchen extinguishing systems, and fire alarm systems shall be filed with the fire code official in an approved digital format within a reasonable time after the inspection is performed, not to exceed forty-five (45) days.

**107.2.1.1 Critical deficiencies.** In circumstances where a fire sprinkler system, commercial kitchen extinguishing system, or fire alarm system is found to be inoperable, be out of service, have a critical deficiency which creates a risk to life or property, or otherwise incapable of performing its intended purpose, the contractor performing the inspection shall immediately report said deficiency to the fire code official.

**107.2.1.2 Penalty.** Any person violating Section 107.2.1.1, as a first offense, shall be subject to a citation, which citation shall be paid at the City of Moline accounts and finance office in the amount of one hundred fifty dollars ($150.00), or if paid within seven (7)

calendar days, seventy five dollars ($75.00). Any person violating Section 107.2.1.1, as a second or subsequent offense, shall be subject to a citation, which citation shall be paid at the City of Moline accounts and finance office in the amount of three hundred dollars ($300.00), or if paid within seven (7) calendar days, one hundred fifty dollars ($150.00). Any person who fails to make payment as outlined above within thirty (30) days shall thereafter be subject to an action in Circuit Court which may be commenced in accordance with the requirements of the Illinois Municipal Code, 65 ILCS 5/1-1-1 et seq., and any person found to have violated Section 107.2.1.1 shall be subject to a fine of not less than one hundred dollars ($100.00) plus court costs, nor more than seven hundred fifty dollars ($750.00) plus court costs, plus reimbursement to the City for the costs the City incurred in serving the person with process. Each day during which or on which any person violates Section 107.2.1.1 shall be deemed a separate offense.

2. Add one new subsection 107.2.2.1 Reinspection and testing fee:

"**107.2.2.1 Reinspection fee.** If the work or installation requires reinspection and testing by the fire code official, the system owner shall pay the City a flat reinspection fee of fifty dollars ($50.00) for each subsequent reinspection."

3. Add one new subsection 107.2.3 Mandatory licensing required:

"**107.2.3 Mandatory licensing required.** All contractors performing installation, service or maintenance on fire protection systems, including but not limited to, fire extinguishers, fire alarm systems, sprinkler systems, commercial kitchen extinguishing systems or any other automatic extinguishing systems, shall be licensed by the office of the Illinois State Fire Marshal and/or any other State regulatory agency as applicable. Documentation of mandatory State licensing shall be available to the fire code official at all times and submitted with any permit or license application."

4. Add one new subsection 107.6 Citations:

"**107.6 Citations.** Any person operating or maintaining any occupancy, premises or vehicle subject to this Code who shall permit any fire hazard to exist on premises under said person's control or who shall fail to take immediate action to abate a fire hazard when ordered or notified to do so by the fire code official or duly authorized representative thereof shall be guilty of an offense."

(g) **108.1 Board of Appeals.**

Replace entire section with:

"**108.1 Board of Appeals.**

a. Except as to citations or notices of violations issued by the fire code official, any person aggrieved by an order or decision of the fire code official or other duly authorized person acting pursuant to the Moline Fire Code may appeal said decision or order to the Board of Appeals as defined herein by giving written notice of appeal to the fire marshal within five (5) days of receipt of said order or decision. The Board of Appeals, upon hearing, may sustain, modify, or revoke the order or decision from which appeal was taken and may interpret the provisions of the Moline Fire Code, if required. The Board's decision shall be in writing and a copy thereof shall be provided to the city clerk, the fire code official, and all interested parties having filed an appearance before the Board. Examples of such orders or

decisions of the fire code official that may be appealed to the Board of Appeals include, but are not limited to, disapprovals of applications, refusals to grant licenses or permits, or disapproval of plan review.

b. Any decision and order of the committee shall be final and binding, and any person aggrieved thereby may pursue said remedies provided by law or equity to have said decision reviewed. However, no decision may be reviewed unless notice of review is filed with the city clerk within ten (10) days after receipt of said decision or order, and any action of review is commenced within thirty-five (35) days from the date that a copy of the decision sought to be reviewed is served upon the party affected by the decision, in accordance with the Illinois Administrative Review Act.

c. No decision or order of the Board of Appeals shall be stayed by the filing of a notice of review; however, the Board of Appeals or court upon proper motion may stay the effect of any such decision or order upon a showing that the public interest will not be harmed thereby.

d. Should no notice of appeal or notice of review be filed within the time prescribed above, a person aggrieved by any decision or order shall be deemed to have waived any rights to have the decision or order reviewed; and such decision or order may not be collaterally attacked in an action to enforce said decision or order."

(h) **109.3.3 Prosecution of violations.**

Delete entire section and replace with:

"**109.3.3 Prosecution of violations.** If the notice of violation is not complied with promptly, the fire code official is authorized to request the legal counsel for the jurisdiction to institute the appropriate legal proceedings at law or in equity to restrain, correct or abate such violation or to require removal or termination of the unlawful occupancy of the structure in violation of the provisions of this code or of the order or direction made pursuant hereto. Proceedings taken by the jurisdiction may be in accordance with the Municipal Code Enforcement System (MUNICES) as set forth in Chapter 2 of the Moline Code of Ordinances, as well as in the Circuit Court."

(i) **109.3.5 Reinspection fees.**

Add one new subsection 109.3.5 Reinspection fees.

"**109.3.5 Reinspection fees.** If a reinspection is needed, there will not be a fee for the first compliance reinspection. However, if additional compliance reinspections are required, a reinspection fee of fifty dollars ($50.00) per visit will be billed to the owner, operator, occupant or other person responsible for the condition or violation to which the notice of violation pertains."

(j) **109.4 Violation Penalties.**

Replace section with:

"**109.4 Violation penalties.** Any person violating any provision of the Moline Fire Code or any order issued thereunder shall be guilty of an offense subject to and punishable by the penalty provisions of Sec. 11-1104, "Penalty" below."

(k) **111.4 Failure to comply.**

Replace entire section with:

"**111.4 Failure to comply.** Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable to a fine of not less than fifty dollars ($50.00) nor more than seven hundred fifty dollars ($750.00)."

(l) **201.3 Terms defined in other codes.**

Replace entire section with:

"**201.3 Terms defined in other codes.** Where terms are not defined in this code and are defined in the *International Building Code*, *International Fuel Gas Code*, *International Mechanical Code* or the *Moline Plumbing Code, as amended*, such terms shall have the meanings ascribed to them in such codes. All references to the International Plumbing Code in this and all other adopted supporting codes are to be interpreted as meaning the *Moline Plumbing Code, as amended*, unless explicitly stated otherwise."

(m) **202 General Definitions.**

1. Add in alphabetical order:

"**BOARD OF APPEALS** shall be known as the Moline Building Board of Appeals."

"**CODE OFFICIAL** shall be known as the fire chief, or a duly authorized representative of the fire department, or other designated authority charged by the applicable governing body with the duties of administration and enforcement of the code, or a duly authorized representative."

"**DEPUTY CODE OFFICIAL** shall be known as the fire marshal."

2. Amend as follows:

"**FIRE WATCH** is a temporary measure intended to ensure continuous and systematic surveillance of properties or a portion or portions thereof by one or more qualified individuals for the purposes of identifying and controlling fire hazards, detecting early signs of unwanted fire, raising an alarm of fire and notifying the fire department. Individual qualifications shall be commensurate with the level or degree of risk or hazard, the difficulty of detection or extinguishment, and the number and types of persons and properties or portions thereof to be protected by the fire watch, as determined by the fire code official. Examples of fire watch personnel include civilian employees of the property to be protected, a third party contractor, or fire fighters."

"**FIREWORKS** are any combustible or explosive composition of any substance or combination of substances or device prepared for the purpose of producing a visible or an audible effect by combination, explosion, deflagration or detonation and shall include blank cartridges, toy pistols, toy cannons, toy canes or toy guns in which explosives are used, firecrackers, sky lanterns, torpedoes, sky-rockets, Roman candles, dago bombs, or other devices of like construction and any devices containing an explosive substance, except that the term "fireworks" shall not include any auto flares; paper caps containing not in excess of

an average of twenty-five-hundredths of a grain of explosive content per cap; and toy pistols, toy canes, toy guns or other devices for use of such caps, the sale and use of which shall be permitted at all times, and sparklers."

(n) **307 Open burning, recreational fires and portable outdoor fireplaces.**

Replace entire section with:

"**307 Open burning, recreational fires and portable outdoor fireplaces.**

**307.1 General.** A person shall not kindle or maintain or authorize to be kindled or maintained any open burning unless conducted and approved in accordance with the following sections.

**307.2 Prohibited open burning.** At the discretion of the fire code official, open burning shall be prohibited when atmospheric conditions or local circumstances, such as extended drought conditions, make such fires hazardous.

**307.2.1 Leaves and landscape waste.** The burning of leaves and lawn and landscape waste, including, without limitation, shrubs, bushes and brush, is expressly prohibited within the jurisdiction of the City of Moline.

**307.2.2 Other waste.** The burning of waste matter other than leaves and lawn and landscape waste shall be prohibited.

**Exceptions:**

1. The provisions of Section 307 shall not apply to an entity which holds a valid State of Illinois or Federal EPA permit to burn materials within the City of Moline for the express purpose of the training of municipal employees in the areas of fire fighting and public safety, or for the production of energy.

2. The provisions of Section 307 shall not apply to the fire department insofar as limited, controlled, open burning is allowed for the training of municipal employees or civilians and for demonstration or educational purposes. Examples of training, demonstration or educational purposes include but are not limited to the training of employees in the use of portable fire extinguishers or live sprinkler system demonstrations. Open burning for the purposes of training, education or demonstrations by any person or entity other than the fire department shall require the express consent of the fire code official or his designee who may institute specific requirements or restrictions at his discretion.

**307.3 Recreational fires.** Recreational fires are allowed, but safety precautions as herein set forth shall apply. Recreational fires shall be made of dry logs or wood only, excluding building material. Wood or logs shall not exceed twelve (12) inches in diameter. Fires shall not exceed five (5) feet in diameter and shall be no more than three (3) feet in height. Recreational fires shall be allowed between the hours of 12:00 noon and 12:00 midnight. All recreational fires shall be fully and properly extinguished no later than 12:00 midnight.

**307.3.1 Location.** No person shall kindle or maintain any recreational fire within twenty-five (25) feet of any structure, combustibles, or adjoining property. Adequate provisions shall be made to prevent the spread of fire.

**Exception:** Recreational fires that are adequately and fully confined within an approved brick or metal container or below-grade fire pit and located not less than fifteen (15) feet from any structure, combustibles, or adjoining property.

**307.4 Portable outdoor fireplaces.** Portable outdoor fireplaces shall be used in accordance with the manufacturer's instructions and shall comply with all other requirements for recreational fires set forth in Section 307.

**Exception:** Portable outdoor fireplaces used at one and two family dwellings shall be exempt from the recreational fire location requirements set forth in Section 307.3.1.

**307.5 Extinguishment authority.** The fire code official or his designee may order the immediate suspension of any burning which may be permitted, when due to atmospheric or other objectionable conditions, such burning contributes substantially to a hazard to the health and welfare of the public and/or to a fire hazard and suspension and extinguishment is reasonably necessary for the protection of persons or property. The fire code official or his designee is authorized to order any such fire be extinguished by the responsible party or by the fire department.

**307.6 Attendance.** Recreational fires and portable outdoor fireplaces shall be constantly attended by a responsible person capable of appropriately responding to an emergency and extinguishing the fire, until the fire is fully and properly extinguished. A minimum of one (1) portable fire extinguisher complying with Section 906 with a minimum 4A rating or other approved on-site fire-extinguishing equipment, such as dirt, sand, pressurized water can, water barrel, garden hose, or water truck shall be made available for immediate utilization.

**307.7 Violation penalties.** Any person violating any provision of the Moline Fire Code or any order issued hereunder shall be guilty of an offense subject to and punishable by the penalty provisions of Sec. 11-1104, "Penalty," below."

(o) **Section 308 Open Flame(s).**

Add one new subsection 308.1.6.3 Portable heating appliances:

"**308.1.6.3 Portable heating appliances.** The use of listed portable unvented fuel burning heating appliances, when approved by the fire code official or his designee, shall be limited to use in a structure during the construction process when such use is necessary for construction and the use does not represent a hazard to life or property."

(p) **403.1.2 Fees.**

Add new subsection:

"**403.1.2 Fees.** When required by the fire code official under the provisions of Sections 403, 3304.5, 107.2, 901.7, or any other section of this Code, to provide fire fighters as qualified fire watch personnel or standby personnel, the hourly rate shall be forty-five dollars ($45.00) per fire fighter per hour. The number of hours required shall be calculated by the fire code official and will reflect, as accurately as can be reasonably foreseen, the number of personnel hours incurred by the City."

(q) **603.4 Portable unvented heaters.**

Delete "Exceptions" and replace with:

"**Exception:** Listed and approved unvented fuel-fired heaters in one- and two-family dwellings: when approved by the fire code official or his designee, use of listed portable unvented fuel burning heating appliances shall be limited solely to use in a structure during the construction process when such use is necessary for construction and the use does not represent a hazard to life or property."

(r) **901.2 Construction documents.**

Add the following to the end of the paragraph: "and shall have the stamp of the registered design professional affixed prior to submission."

(s) **901.2.1 Statement of compliance.**

Delete: "where required by the fire code official".

(t) **901.4 Installation.**

1. Add one new subsection to subsection 901.4.1 "Required fire protection systems":

"**901.4.1.1 Mandatory licensing required.** All contractors performing installation, service or maintenance on fire protection systems, including but not limited to, fire extinguishers, fire alarm systems, sprinkler systems, commercial kitchen extinguishing systems or any other automatic extinguishing systems, shall be licensed by the Office of the Illinois State Fire Marshal and/or any other State regulatory agency as applicable. Documentation of mandatory State licensing shall be available to the fire code official at all times and submitted with any permit or license application."

2. Add new subsections:

"**901.4.7 Flexible sprinkler hose fittings.** Braided flexible sprinkler hose fittings shall be allowed only when approved for use by the fire code official or his designee. Flexible sprinkler hose fittings which are constructed of corrugated metal shall not be used.

**901.4.7.1 Flexible sprinkler hose fittings bracing.** Where braided flexible sprinkler hose fittings are an approved component of the system design and supported by suspended ceilings, the requirements of NFPA 13, 2013 Edition, Section 9.2.1.3.3 through 9.2.1.3.3.4 and all applicable appendices shall be applied to the installation. Where flexible sprinkler hose fittings are used to connect sprinklers to branch lines in suspended ceilings, an approved label limiting relocation of the sprinkler shall be provided on the anchoring component.

**901.4.7.2 Flexible sprinkler hose fittings limitations.** All products, devices, assemblies and materials shall be utilized in complete accord with all conditions, requirements, compatibility, and limitations of their listings. Documentation regarding the listed use of the flexible sprinkler hose fittings, bracing systems, and suspended ceiling assemblies shall be submitted as part of any permit application."

(u) **901.6.2 Records**.

Delete "upon request" and replace with "as required by Section 107.2.1, as amended by this ordinance."

(v) **903.2.11 Specific buildings areas and hazards.**

Change: "In all occupancies other than Group U, an automatic sprinkler system shall be installed …"

to: "In all occupancies other than Groups R-3 and U, an automatic sprinkler system shall be installed …"

(w) **907.8.5 Maintenance, inspection and testing.**

Delete last sentence and replace with:

"Required test and inspection records shall be maintained by the system owner and made available to the fire code official at all times, and inspection records for fire sprinkler systems, commercial kitchen extinguishing systems, and fire alarm systems shall be filed with the fire code official in an approved digital format within a reasonable time after the inspection is performed, not to exceed forty-five (45) days. In circumstances where a sprinkler system, commercial kitchen extinguishing system, or fire alarm system is found to be inoperable, out of service, having a critical deficiency which creates a risk to life or property, or otherwise incapable of performing the intended purpose, the contractor performing the inspection shall immediately report said deficiency to the fire code official."

(x) **5601.1.3 Fireworks.**

Replace entire section with:

"**5601.1.3 Fireworks – Unlawful Possession.**

Fireworks are defined in Sec. 11-1101(m), "202 General Definitions," above. Pursuant to said definition, any person who unlawfully possesses, manufactures, stores, sells, handles or uses any such substance(s) or device(s) within the City in contradiction thereof shall be guilty of an offense subject to the penalty provisions of Sec. 11-1104, "Penalty," below."

(y) **5602.1 Definitions.**

1. Change: "**5602.1 Definitions.** The following terms are defined in Chapter 2:"

   to: "**5602.1 Definitions.** The following words and terms shall, for the purpose of this chapter and as used elsewhere in this code, have the meanings shown herein."

2. Change the "FIREWORKS" definition to:

   "**FIREWORKS** shall be as defined in Section 11-1101(m), "202 General Definitions," above."

(z) **1104.5 Illumination emergency power.**

Replace entire section with:

"**1104.5 Illumination emergency power.** The power supply for means of egress illumination shall normally be provided by the premises' electrical supply. In the event of power supply failure, illumination shall be automatically provided from an emergency system in occupancies with two (2) or more means of egress."

(aa) **5704.2.12.3 Periodic testing.**

Add one new section:

"**5704.2.12.3 Periodic testing.** In addition to the testing required by the above subsections, all underground storage tanks and piping are subject to the following:

1. All underground storage tanks must conform to 40 CFR Parts 280 and 281 Underground Storage Tanks; Technical Requirements and State Program Approval, Final Rules as published in the Federal Register, Friday, September 23, 1988, and 40 CFR Parts 280 and 281, Underground Storage Tanks Containing Petroleum - Financial Responsibility Requirements and State Program Approved Objective; Final Rule as published in the Federal Register, Wednesday, October 26, 1988, which documents are hereby adopted by the reference thereto, and which documents shall be on file in the city clerk's office for public inspection for at least thirty (30) days prior to adoption hereof.

2. Any and all reports required by the United States Environmental Protection Agency, the Illinois Environmental Protection Agency, or any other state regulatory body concerned with underground storage tanks will also be sent to the Moline Fire Department within five (5) days of filing with the appropriate regulatory agency."

(bb) **Chapter 80 Referenced Standards.**

Delete the following NFPA standards shown in Column 1 below and replace them with those shown in Column 2 below:

| **Column 1**<br>(Delete) | **Column 2**<br>(Replace with) |
|---|---|
| 13-10 | 13-13 |
| 13D-10 | 13D-13 |
| 13R-10 | 13R-13 |
| 20-10 | 20-13 |
| 24-10 | 24-13 |
| 25-11 | 25-14 |
| 51-07 | 51-13 |
| 55-10 | 55-13 |
| 59A-09 | 59A-13 |
| 61-08 | 61-13 |
| 72-10 | 72-13 |
| 80-10 | 80-13 |
| 101-12 | 101-2000 |
| 105-10 | 105-13 |
| 110-10 | 110-13 |
| 111-10 | 111-13 |
| 170-09 | 170-12 |
| 204-07 | 204-12 |
| 318-09 | 318-12 |
| 385-07 | 385-12 |
| 654-06 | 654-13 |
| 720-09 | 720-12 |
| 790-04 | 790-12 |

| | |
|---|---|
| 1122-08 | 1122-13 |
| 1124-06 | 1124-13 |
| 1127-08 | 1127-13 |

All other referenced standards contained in Chapter 80 shall apply.

## SEC. 11-1101.1. FEES.

(a) The annual permit fee for the sale of department-approved fireworks shall be fifty dollars ($50.00), subject to subsection (c) hereinbelow.

(b) The annual permit fee for the sale of department-approved fireworks at multiple sites of the same permittee shall be fifty dollars ($50.00) for the initial site and five dollars ($5.00) per each additional site, subject to subsection (c) hereinbelow.

(c) As part of the application for permit hereunder, applicants shall demonstrate compliance with Chapter 17, Article II, or, conversely, the non-applicability of said Article. If a fee has been paid pursuant to Sec. 17-2206, then no additional fees shall be due pursuant to subsections (a) and (b) hereinabove.

(d) Pyrotechnic permit fee of $100.00 (indoor and outdoor) plus on-site personnel costs of $45.00 per hour.

**Pyrotechnic Firing Fees**:
1 - 100 Devices…….. one firefighter
101 - 250…… two firefighters
over 250 devices……..... subject to review

(e) The annual permit fee for department-approved multiple in-house events shall be five hundred dollars ($500.00), or fifty dollars ($50.00) per event, whichever is less; and a fee of two hundred fifty dollars ($250.00) per day for on-site storage of explosives prior to all events which includes fireworks.

(f) The annual fee for an explosives permit, as provided for in Sec. 7701.3.1 of the 1997 Uniform Fire Code, shall be five hundred dollars ($500.00).

(g) The following table lists the hazardous material with the quantity ranges and corresponding annual permit fees:

| UN Category | Substances | Notes | Range 1 | Range 2 | Range 3 | Range 4 | Range 5 |
|---|---|---|---|---|---|---|---|
| **3** | **Combustible Liquids** | See Sec.105.6.16 | $50 | $100 | $150 | $200 | $250 |
| **8** | **Corrosive Materials** | | | | | | |
| **2** | **Gases** | See Sec.105.6.8 | X | X | X | X | X |
| **8** | **Liquids** | > 55 Gallons | $0 | $50 | $100 | $150 | $200 |
| **8** | **Solids** | > 1000 lbs. | $0 | $50 | $100 | $150 | $200 |
| | **Flammable Materials** | | | | | | |
| **2** | **Gases** | See Sec.105.6.8 | X | X | X | X | X |
| **3** | **Liquids** | See Sec.105.6.16 | $100 | $200 | $300 | $400 | $500 |
| **4** | **Solids** | >100 lbs. | $50 | $100 | $150 | $200 | $250 |
| | **Highly Toxics** | | | | | | |
| **2** | **Gases** | See Sec.105.6.8 | X | X | X | X | X |
| **6** | **Liquids** | Any Amount | $100 | $200 | $300 | $400 | $500 |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| **6** | **Solids** | Any Amount | $100 | $200 | $300 | $400 | $500 |
| | **Oxidizing Materials** | | | | | | |
| **2** | **Gases** | See Sec.105.6.8 | X | X | X | X | X |
| **5** | **Liquids** | Table 105.6.20 | $50 | $100 | $150 | $200 | $250 |
| **5** | **Solids** | Table 105.6.20 | $50 | $100 | $150 | $200 | $250 |
| **5** | **Organic Peroxides** | Table 105.6.20 | $50 | $100 | $150 | $200 | $250 |
| | **Pyrophoric Materials** | | | | | | |
| **UN Category** | **Substances** | **Notes** | **Range 1** | **Range 2** | **Range 3** | **Range 4** | **Range 5** |
| **2** | **Gases** | Any Amount | $100 | $200 | $300 | $400 | $500 |
| **3** | **Liquids** | Any Amount | $100 | $200 | $300 | $400 | $500 |
| **4** | **Solids** | Any Amount | $100 | $200 | $300 | $400 | $500 |
| | **Toxic Materials** | | | | | | |
| **2** | **Gases** | See Sec.105.6.8 | X | X | X | X | X |
| **6** | **Liquids** | > 10 Gallons | $75 | $100 | $125 | $150 | $175 |
| **6** | **Solids** | > 100 lbs. | $100 | $200 | $300 | $400 | $500 |
| | **Unstable (Reactive)** | | | | | | |
| | **Materials - 4 Classes** | Table 105.6.20 | | | | | |
| **1** | **Liquids - Class 4 & 3** | Not Allowed | | | | | |
| **1** | **Liquid - Class 2** | > 5 Gallons | $100 | $200 | $300 | $400 | $500 |
| **1** | **Liquid - Class 1** | > 10 Gallons | $100 | $200 | $300 | $400 | $500 |
| **1** | **Solids - Class 4 & 3** | Not Allowed | | | | | |
| **1** | **Solids - Class 2** | > 50 lbs. | $100 | $200 | $300 | $400 | $500 |
| **1** | **Solids - Class 1** | > 100 lbs. | $100 | $200 | $300 | $400 | $500 |
| | **Water-reactive** | | | | | | |
| | **Materials - 3 Classes** | Table 105.6.20 | | | | | |
| **1** | **Liquid - Class 3** | Not Allowed | | | | | |
| **3** | **Liquid - Class 2** | > 5 Gallons | $50 | $100 | $150 | $200 | $250 |
| **3** | **Liquid - Class 1** | > 55 Gallons | $0 | $100 | $150 | $200 | $250 |
| **1** | **Solids - Class 3** | Not Allowed | | | | | |
| **4** | **Solids - Class 2** | > 50 lbs. | $50 | $100 | $150 | $200 | $250 |
| **4** | **Solids - Class 1** | > 500 lbs. | $0 | $100 | $150 | $200 | $250 |
| | **Compressed Gases** | | | | | | |
| **2** | **Corrosives** | See Sec.105.6.8 | $0 | $100 | $150 | $200 | $250 |
| **2** | **Flammables** | See Sec.105.6.8 | $100 | $200 | $300 | $400 | $500 |
| **2** | **Highly Toxics** | Any Amount | $100 | $200 | $300 | $400 | $500 |
| **2** | **Inerts** | See Sec.105.6.8 | $0 | $0 | $50 | $75 | $100 |
| **2** | **Oxidizing** | See Sec.105.6.8 | $0 | $100 | $150 | $200 | $250 |
| **2** | **Toxics** | Any Amount | $50 | $100 | $150 | $200 | $250 |
| | **Cryogenics** | | | | | | |
| **2** | **Flammables** | See Sec.105.6.10 | $100 | $200 | $300 | $400 | $500 |
| **2** | **Inerts** | See Sec.105.6.10 | $0 | $25 | $50 | $75 | $100 |
| **2** | **Oxidizing** | See Sec.105.6.10 | $75 | $100 | $125 | $150 | $175 |
| **2** | **LPG** | See Sec.105.6.7 | $50 | $100 | $150 | $200 | $250 |
| **4** | **Underground Tanks** | See Sec.105.6.16 | $0 | $0 | $100 | $150 | $200 |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| | **Quantity Ranges:** | | | | | | |
| | **Range #1** | Up to and including 500 pounds for solids, 55 gallons for liquids and 200 cubic feet at NTP for compressive gasses. | | | | | |
| | **Range #2** | Between 500 and 5,000 pounds for solids, 55 and 550 gallons for liquids and 200 to 2,000 cubic feet at NTP for compressed gasses. | | | | | |
| | **Range #3** | Between 5,000 and 25,000 pounds for solids, 550 and 2,750 gallons for liquids and 2,000 to 10,000 cubic feet at NTP for compressed gasses. | | | | | |
| | **Range #4** | Between 25,000 and 50,000 pounds for solids, 2,750 and 5,500 gallons for liquids and 10,000 to 20,000 cubic feet at NTP for compressed gasses. | | | | | |
| | **Range #5** | More than 50,000 pounds for solids, 5,500 gallons for liquids and 20,000 cubic feet at NTP for compressed gasses. | | | | | |

(h) The finance director shall collect the above fees; however, said director may designate in writing a person or persons, either in the City service or otherwise, as the agent of the City for purposes of collecting said fees.

## SEC. 11-1102. PROHIBITION ON CODE OR STANDARD ADOPTION BY IMPLICATION.

(a) The City supports fire services and fire protection, and towards that end, the City has adopted the 2012 International Fire Code into the Moline Code of Ordinances, as amended in this Chapter 11 thereof. The City disclaims any other adoption, whether directly or indirectly, whether by implication or by express purpose, of any other fire protection standard whatsoever, including without limitation, the adoption of NFPA 1710, NFPA 1720 or any similar or related standard. This disclaimer extends to any and all actions of any City staff or elected officers of the Moline City Council, and the City Council hereby notifies the public and any interested persons that such a standard can be adopted only by express, written action of the City Council by way of a special ordinance.

(b) That the City does not recognize NFPA standard 1710 or NFPA standard 1720 and both such standards are specifically excluded from City policy and practice until repealed by the Moline City Council.

## SEC. 11-1103. SEVERABILITY.

The City Council of the City of Moline hereby declares that, should any section, paragraph, sentence, phrase, or word of the adoptive ordinance of the Moline Fire Code hereby adopted be declared for any reason to be invalid, it is the intent of the City Council that it would have passed all other portions of said adoptive ordinance and said Moline Fire Code independent of the elimination therefrom of any such portion as may be declared invalid.

## SEC. 11-1104. PENALTY.

(a) Except for violations of Sections 11-1101(n) and (x) ("Open burning, recreational fires and portable outdoor fireplaces" and "Fireworks-Unlawful Possession," respectively), and except as otherwise provided herein, any person violating any provision of the Moline Fire Code or any order issued thereunder shall be guilty of an offense punishable by a fine of not less than ten dollars ($10.00) plus court costs nor more than seven hundred fifty dollars ($750.00) plus court costs. The imposition of a penalty for any such violation shall not excuse the violation or permit it to continue, and any such person shall be required to correct or remedy such violations or defects within a reasonable time not to exceed thirty (30) days. When not otherwise specified, each day that such violation exists or is maintained shall constitute a separate offense.

(b) Any person violating Sections 11-1101(n) or (x) ("Open burning, recreational fires and portable outdoor fireplaces" and "Fireworks-Unlawful Possession," respectively), as a first offense, shall be subject to a citation, which citation shall be paid at the City of Moline accounts and finance office in the amount of fifty dollars ($50.00), or if paid within seven (7) calendar days, twenty-five dollars ($25.00). Any person violating Section 11-1101(n) or (x), as

a second or subsequent offense, shall be subject to a citation, which citation shall be paid at the City of Moline accounts and finance office in the amount of one hundred dollars ($100.00), or if paid within seven (7) calendar days, fifty dollars ($50.00). Any person who fails to make payment as outlined above within thirty (30) days shall thereafter be subject to an action in Circuit Court which may be commenced in accordance with the requirements of the Illinois Municipal Code, 65 ILCS 5/1-1-1 et seq., and any person found to have violated Section 11-1101(n) or (x) shall be subject to a fine of not less than one hundred dollars ($100.00) plus court costs, nor more than seven hundred fifty dollars ($750.00) plus court costs, plus reimbursement to the City for the costs the City incurred in serving the person with process. Each day during which or on which any person violates Section 11-1101(n) or (x) shall be deemed a separate offense.

(c) The application of the above penalty shall not be construed as a bar to the enforced removal of prohibited conditions under any section of the Moline Fire Code or any other Code or ordinance provision of the City of Moline."

**Section 2** – That this ordinance shall be in full force and effect from and after passage, approval, and if required, publication in the manner provided for by the law.

CITY OF MOLINE, ILLINOIS

_____
Mayor

_____
Date

Passed: _____

Approved: _____

Attest: _____
City Clerk

Approved as to Form:

_____
City Attorney

Council Bill/General Ordinance No. 3064-2013
Sponsor: _____

AN ORDINANCE

AMENDING Chapter 25, "PLANNING AND DEVELOPMENT," of the Moline Code of Ordinances, Section 25-2100, "OFFICIAL COMPREHENSIVE PLAN; ADOPTED; TERRITORIAL APPLICATION," by amending the Official Comprehensive Plan as follows: by adopting and adding new text at Appendices Adopted, page 1; and by adopting and adding to the Appendices Adopted a new Appendix O entitled "Airport South District Development Plan."

---

WHEREAS, this Council has perceived that the Official Comprehensive Plan, adopted November 13, 2001, could be updated to better reflect the City's development-related goals and objectives by incorporating new studies and plans as they become available; and

WHEREAS, this Council desires to amend said Comprehensive Plan by incorporating the "Airport South District Development Plan" prepared by Gould Evans Associates, CampHamiltonDesign, and Zimmer Real Estate Service, December 2013, and incorporated herein as Exhibit "A"; and

WHEREAS, the Moline Plan Commission participated in the origination and development of the plan; and

WHEREAS, this Council has received the recommendation of the Moline Plan Commission upon said proposed amendment, which recommendation has been formed after public hearing upon due notice.

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

**Section 1** – That Chapter 25, "PLANNING AND DEVELOPMENT," of the Moline Code of Ordinances, Section 25-2100, "OFFICIAL COMPREHENSIVE PLAN; ADOPTED; TERRITORIAL APPLICATION," is hereby amended by adding new text on page 1, "Appendices," of the Appendices Adopted volume of the Comprehensive Plan, which new text shall read as follows:

"APPENDIX O ..... AIRPORT SOUTH DISTRICT DEVELOPMENT PLAN".

**Section 2** – That Chapter 25, "PLANNING AND DEVELOPMENT," of the Moline Code of Ordinances, Section 25-2100, "OFFICIAL COMPREHENSIVE PLAN; ADOPTED; TERRITORIAL APPLICATION," is hereby amended by inserting the "Airport South District Development Plan," incorporated herein as Exhibit "A," to the Appendices Adopted volume of the Comprehensive Plan as a new "Appendix O."

**Section 3** – That the Moline Plan Commission participated in the origination and development of the plan.

**Section 4** – That after public hearing upon due notice, the Plan Commission has made Recommended Revisions to said Comprehensive Plan, and that said Comprehensive Plan shall be revised by such Recommended Revisions upon final adoption of this ordinance.

**Section 5** – That said Comprehensive Plan or notice thereof if permitted by law shall be filed with the Rock Island County Recorder of Deeds.

**Section 6** – That this Ordinance shall be in full force and effect from and after passage and approval, and, if required by law, publication in the manner provided for by law.

CITY OF MOLINE, ILLINOIS

_____
Mayor

_____
Date

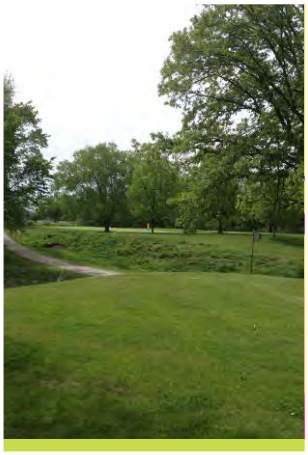
Passed: _____

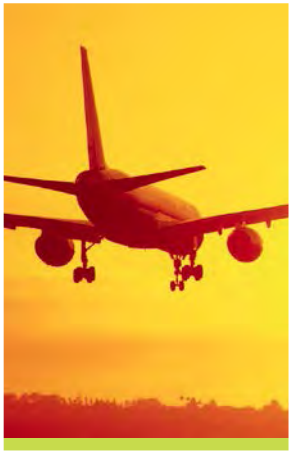
Approved: _____

Attest: _____
City Clerk

Approved as to Form:

_____
City Attorney





# Airport South District Development Plan

City of Moline, Illinois

The market tells us where and when to build and the land tells us how. But what is built is a reflection of the fundamental vision and values of a community.....

# Acknowledgements

*The Airport South District Development Plan is intended to provide a general vision and guidance for the design and development associated with future investments by both the public and private sectors.*

*The plan establishes the basic framework for land use; major transportation and utility corridors; parks, open space and trails; improvements and enhancements to the area, and; strategies to actively pursue meaningful development activities as part of a long-range strategic community building effort.*

*The Airport South District Development Plan was developed through an interactive effort among community leadership, city staff and a Steering Committee which provided input and guidance.*

*The plan represents only a beginning. True success will ultimately be achieved through commitment to implementing a common vision through on-going cooperation, communication, meaningful partnerships and by the leadership of the City of Moline, area stakeholders and partners in future development efforts.*

Mayor
Scott Raes

Alderman, Ward One
John S. Knaack

Alderman, Ward Two
David Parker, Jr.

Alderman, Ward Three
Janet Bender

Alderman, Ward Four
Dick Brown

Alderman, Ward Five
Lori Turner

Alderman, Ward Six
Kevin Schoonmaker

Alderman, Ward Seven
Sean Liddell

Alderman, At Large
Stephanie Acri

# Acknowledgements


*Special thanks to those who provided their time, input and guidance throughout the planning effort.*

## Airport South District Development Plan Advisory Committee

### Moline Plan Commission
John Wetzel
Bill Fitzsimmons

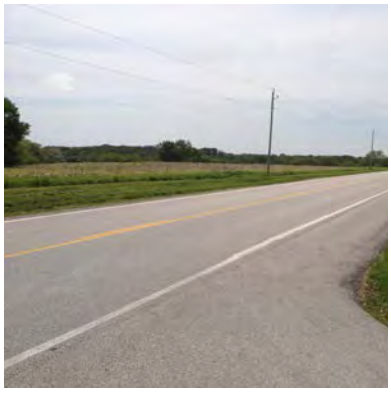
### City Staff
Lew Steinbrecher, *City Administrator*
Maureen Riggs, *City Attorney*
Ray Forsythe, *Planning & Development Director*
Mike Waldron, *Public Works Director*
Jeff Andersen, *City Planner*
Shawn Christ, *Land Development Manager*
Chris Mathias, *Property Management Coordinator*
*Joe Mason, Building Official*

### Quad City International Airport
Mike Haney, *Director of Projects & Construction*

### Quad City Chamber of Commerce
Paul Rumler, *Executive Vice President*

## Consulting

camphamiltondesign
Zimmer Real Estate Service
Gould Evans Associates



# Table of Contents

## 01 Overview


**Page**

01.1 Introduction
01.3 Scope
01.3 Concept Outline


## 02 Area Observations


**Page**

02.1 Introduction
02.3 Area Context
02.3 Study Area
02.3 Cultural Resources
02.3 Land Form
02.6 Coal Mines
02.8 Flood Zones
02.10 Land Use
02.12 Transportation


## 03 Planning Context


**Page**

03.1 Introduction
03.3 Existing Plans


## 04 Market Perspective


**Page**

04.1 Introduction
04.3 Macro Level Market Analysis
04.10 Micro Level Market Analysis

# Table of Contents

## 05 Concept Plan


| | Page |
|---|---|
| Introduction | 05.1 |
| Concept Plan Use | 05.3 |
| Concept Plan Principles | 05.3 |
| Concept Plan Aspirations | 05.6 |
| Concept Plan Components | 05.7 |
| Land Use & Development Framework | 05.8 |
| Character Areas | 05.10 |
| QCIA Master Development Zone | 05.14 |
| Office & Employment Campus | 05.16 |
| South Town Village | 05.18 |
| Crossroads | 05.20 |
| South Moline Corridors | 05.22 |
| Residential | 05.24 |
| Community-Oriented Facilities | 05.30 |
| Parks & Open Space | 05.32 |
| Greenway Conservation Zone | 05.34 |
| Trails | 05.35 |


## 06 Infrastructure


| | Page |
|---|---|
| Introduction | 06.1 |
| Circulation Framework | 06.3 |
| *Parkways* | 06.6 |
| *Major & Minor Arterials* | 06.8 |
| *Neighborhood/Local Streets* | 06.10 |
| Utilities | 06.11 |

# Table of Contents


**07 Implementation**

**Page**

07.1 Introduction
07.3 Airport Development Perspective
07.6 Economic Development Strategies
07.8 Critical Actions

**List of Figures**

**Page** **02** Area Observations

*02.4 01 Study Area*
*02.5 02 Topography*
*02.7 03 Coal Mines*
*02.9 04 Flood Zones*
*02.11 05 Existing Land Use*
*02.13 06 Transportation Network*

**04** Market Perspective

**Page**

04.11 Study Area (Market Perspective)

**05** Concept Plan

**Page**

05.9 08 Concept Development Framework
05.13 09 Character Areas
05.36 10 Parks, Open Space & Trails Framework

**06** Infrastructure

**Page**

06.5 11 Roadway Framework
06.7 12 Parkways Framework
06.9 13 Arterials Framework

# 01

# OVERVIEW

## INTRODUCTION

*The Airport South District Concept Plan is intended to provide general guidance towards development of Moline's future growth south of the Rock River. The plan provides a diverse tool for a variety of stakeholders that will assist in accomplishing the following:*

- *Promote a cohesive direction for both public and private sector initiatives.*
- *Build upon past plans and develop a long-range strategy that will assist in the decision making process for development and investment.*
- *Identify an overall vision that brings the area together with a greater sense of "place" among a variety of potential uses and development types.*
- *Provide the products to actively market investment within the area as well as the criteria to reactively evaluate initiatives and proposals as they occur.*
- *Establish a framework that enhances the ability for the City of Moline to better communicate with, and coordinate investments with Quad Cities International Airport (QCIA), business and property owners, agencies, adjacent municipalities, and private sector developers.*

QUAD CITY

# Scope

The scope of the plan has three primary goals. First, the plan is intended to provide a framework for elected and appointed officials, staff, property owners and the Moline citizenry to make informed decisions when development interest is expressed and initiatives are undertaken in the area.

Second, the plan specifically presents a broad-based framework for land use, infrastructure and development of the area.

Third, the plan provides an additional tool for community leadership and staff to undertake an active position in marketing the area to the private sector while reinforcing the community-based goals of the Comprehensive Plan of Moline (adopted in 2001).

Recommendations of this plan should help shape future dialogue when undertaking subsequent Comprehensive Plan updates for the area.

# Concept Outline

The concept provides broad-based recommendations and descriptions for land use; infrastructure; development characteristics; parks, open space and natural features; community facilities, and; implementation strategies.

Ultimately, the plan will assist those in long-range community building efforts in guiding sound, rational growth of the area; establish the general nature and character of desired development types; assist in the dialogue and prioritization of municipal resources and potential public projects; create awareness of the tremendous opportunities the area has to offer; reinforce relevant planning efforts (past and current), and; provide a foundation for implementation and long-term sustainability - both environmentally and economically.

## Key elements of the plan

- Proposed land use, guiding principles and aspirations for development.
- Infrastructure goals and principles that outline a generalized circulation and mobility network to promote safe, convenient access to, through and within the area. In addition, the plan outlines broad-based goals and objectives for utilities.
- Parks, open space and trails that promote integration of the area's tremendous environmental characteristics through conservation, sensitive development practices and a trail network that enhances the sense of connectedness throughout the area.
- Potential public facilities (public safety, schools and other uses) that will serve the area and the greater Moline community.
- Marketing materials to enhance awareness of development opportunities and facilitate development activity.
- Implementation framework that outlines critical path actions and a strategies.

# 02

# Area Observations

## Introduction

*Key to the plan and the planning process is the consideration of the setting, context, assets, challenges and opportunities that the area presents.*

*For the study area the existing natural environment and conditions will create challenges to development. In some areas, topographic relief, established stream corridors, designated flood zones and operational restrictions of the Quad City International Airport (QCIA) have a significant impact on the future development pattern and strategies for the area. However, these characteristics also create a rich and varied environment that can add value to development if given appropriate consideration.*

*Area observations provided the foundation to understand the landform and its opportunities and constraints. The existing context greatly impacted recommended courses of action that aspire to respond to the natural environment, enhance existing investments and ultimately, establish a framework for a long-range guide to assist in development of the area.*

# Area Context

The area can be generally characterized as two distinctive environments that are bisected north and south by the bluff and 78th Avenue (Indian Bluff Road). The north portion is dominated by the Quad City International Airport (QCIA) and associated industrial, business and retail development. Several pockets of residential still exist. South of the bluff and 78th Avenue, the area remains relatively undeveloped with exception to a variety of residences and subdivisions.

# Study Area

The area includes the area generally bounded by: The Rock River to the north; Milan Growth Boundary to the west; 120th Street to the south, and; Coal Valley Growth Boundary to the east ***(refer to Figure 01).*** The study area is approximately 6,052 acres in size.

# Cultural Resources

The bluff areas bordering floodplains in the Moline area have high archeological site densities. Camps and burial mounds are commonly found on the higher ridges and villages and camps are also found along the small creeks. The land in the Rock River bluffs did yield a number of artifacts. Whether or not these sites need further excavation or preservation depends upon the estimated significance of the site to regional prehistory.*

Past experiences by the City of Moline and developers include archeological issues (the bluff believed to be inhabited by indigenous American native settlements) and other environmental impact considerations, procedures and permitting requirements. Further detailed examination and documentation of these cultural resources may need to be undertaken to ascertain to what extent, what significance and the degree of impact they will have on development initiatives on a project-by-project basis.

# Landform

This area of Moline includes some exceptionally rich scenic views and attractive landscapes. The gently rolling hills south of 78th Avenue and the bluff offer a distinctive visual character not commonly found in other parts of the city.

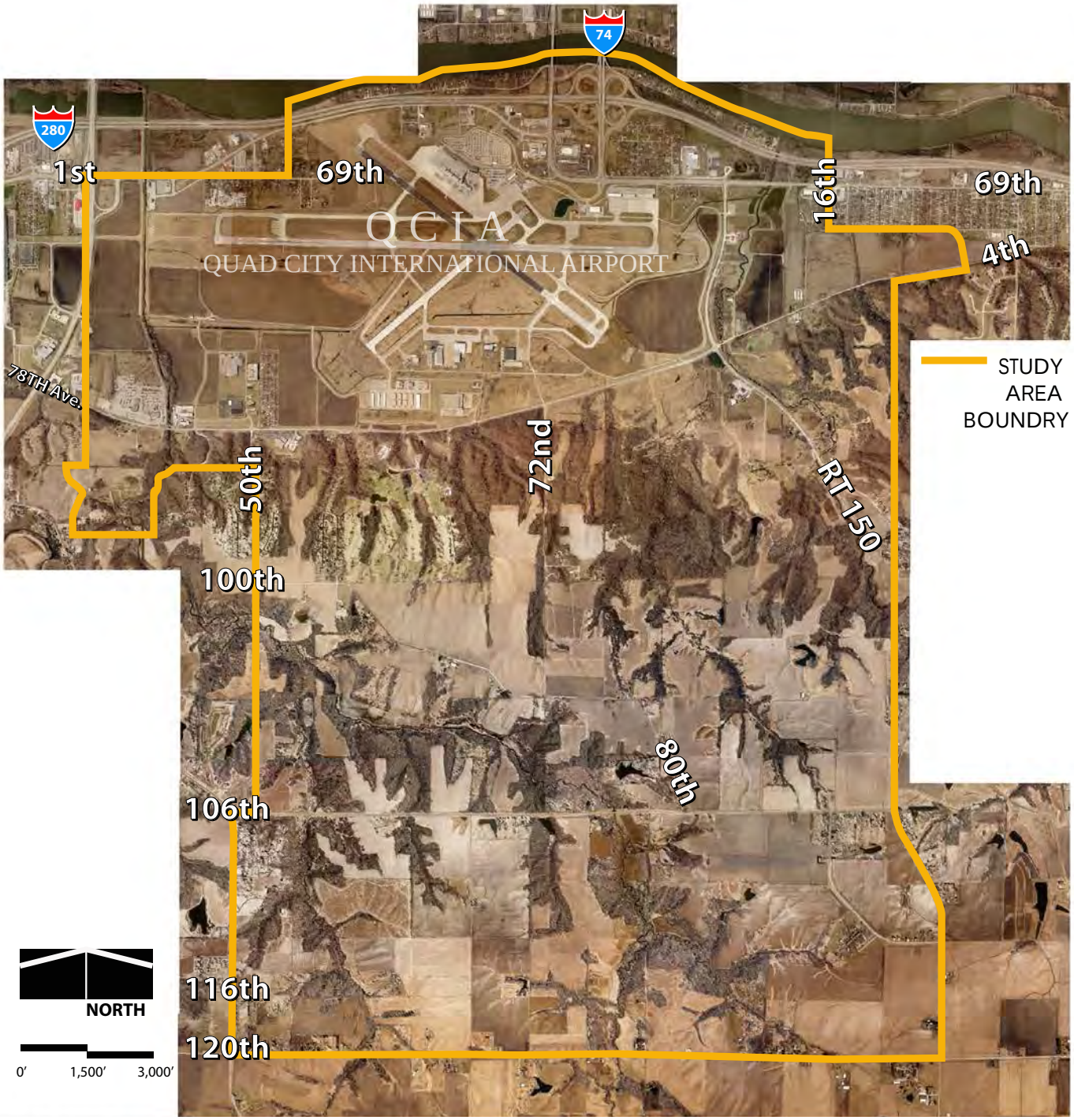
Wooded corridors further delineate stream beds and adverse topography ***(refer to Figure 02).*** This will present a challenge to certain development types and connectivity from site to site.

On the other hand, the landscape will present tremendous value with its attractive setting for development and a quality environment to live, work and play.

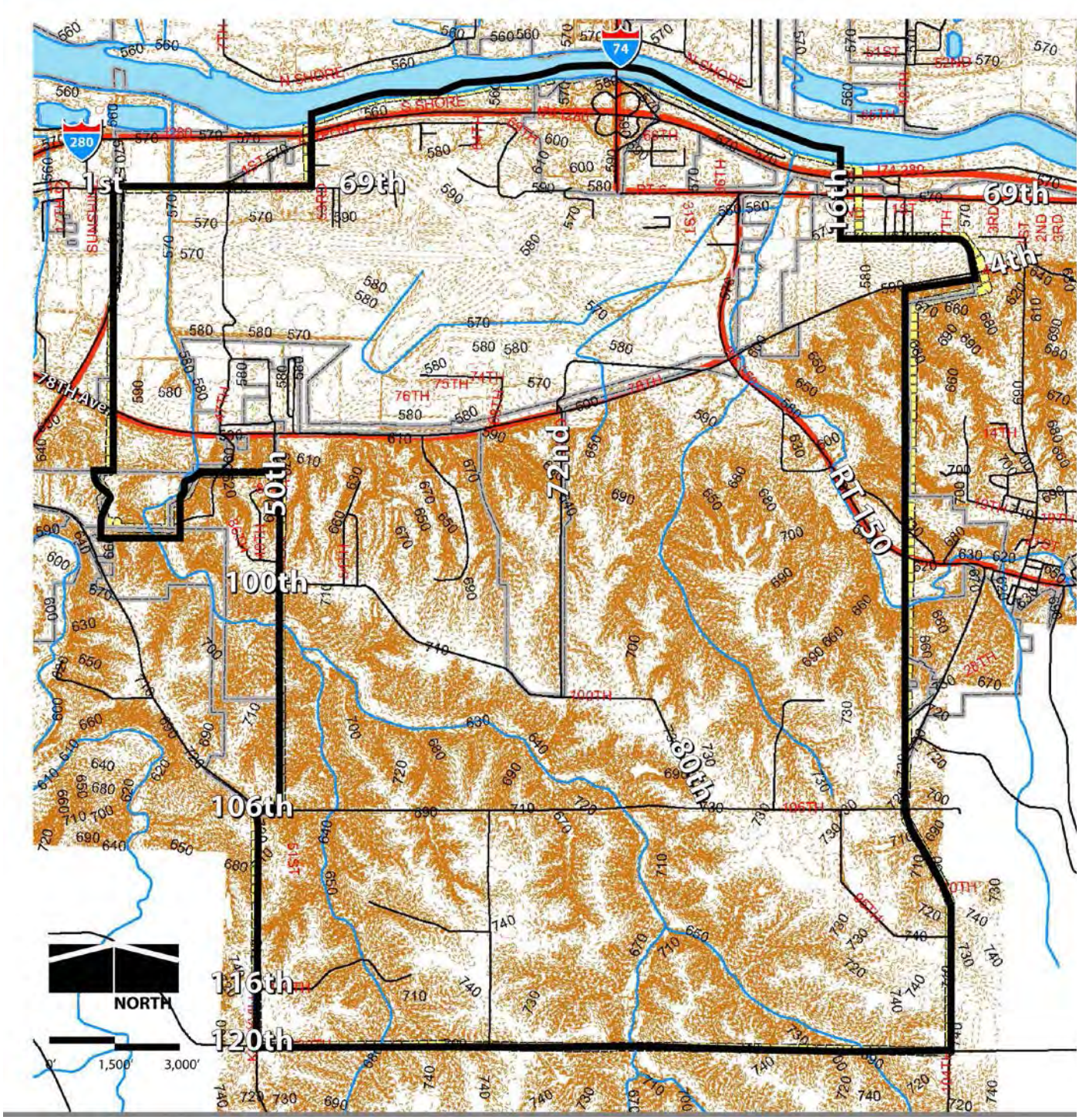
These wooded stream corridors provide the framework to further investigate environmental preservation strategies, scenic trail corridors and significantly influence development and design that is integrated in a sensitive manner into these natural features.

* Comprehensive Plan 2001: Moline, Illinois

# Study Area Figure 01



# FIGURE 02 TOPOGRAPHY (SOURCE: CITY OF MOLINE)



# Coal Mines

The Illinois State Geological Survey has a Directory of Coal Mines and they are identified on a county basis. Several mines are located in the region, however, none were identified as active at the time of this planning process.

It is generally known that a portion of property above the bluff (south of 78th Avenue) has been undermined for coal ***(refer to Figure 03).****

These areas have been generally identified, however, to what extent they have been mapped in detail has not been fully documented at the time of this planning effort. In the future, a detailed investigation by qualified geologists, engineers and other experts of these areas should be undertaken to delineate unsuitable development parcels.

Most of the mining within the region occurred in the late 1800's and early 1900's; however, the last recorded mining was in 1947.

Three types of mines occurred in the region: shaft, slope and drift. In shaft mines the coal is removed through a vertical shaft. In slope mines coal is removed via a sloping incline from the ground surface to the mining level. A drift mine is an underground mine that is excavated where the coal outcrops in the side of a bluff on the highwall of a surface mine.

The Directory of Coal Mines identifies each mine by number so that more information can be obtained if necessary. The important point to note for future development is that shaft and slope mines exist in this area and although they are not active at this time, they will need to be addressed before development occurs.*

For more information, contact:

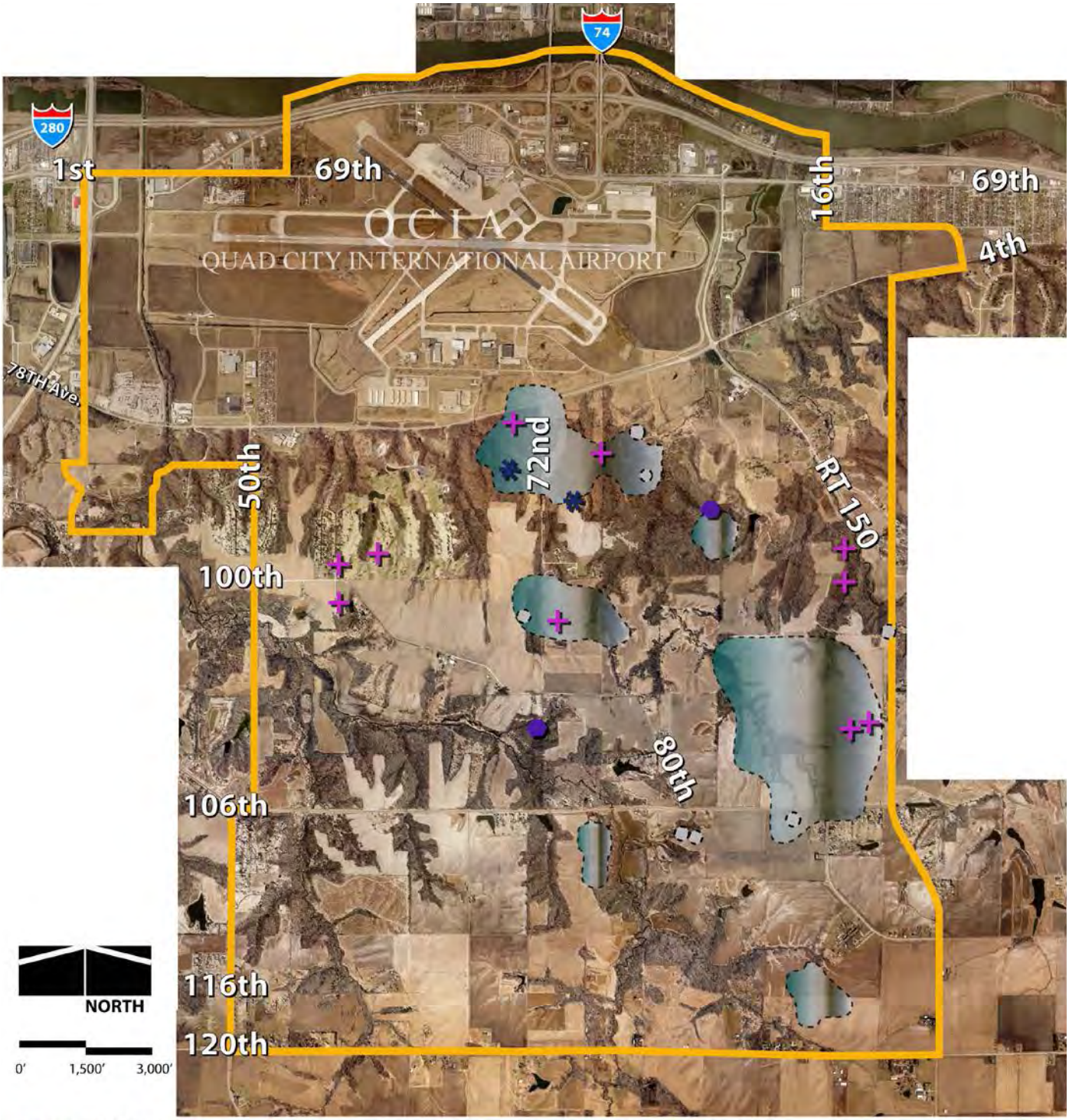
Illinois State Geological Survey
Natural Resources Building
615 E. Peabody Drive
Champaign, Illinois 61820
Phone 217/244-2413
Fax 217/333-2830

*Disclaimer: Figure 03 represents a compilation of maps from the Comprehensive Plan: 2001 and the The Illinois State Geological Survey, Illinois Department of Natural Resources. The intent of the map is to illustrate generalized locations and types of coal mines and features within the area that assisted in the analysis, discussion and development of a preferred concept plan. The consulting team makes no guarantees, expressed or implied, regarding the accuracy of the map interpretation and accepts no liability for the results of decisions made by others on the basis of information presented in Figure 03.*

* *Directory of Coal Mines , Rock-Island: Illinois Department of Natural Resources , Illinois State Geological Survey - September 2008. Most of the map data were compiled and digitized at a scale of 1:62,500. Locations of some features may be offset by 500 feet or more due to errors in the original source maps, the compilation process, digitizing, or a combination of these factors. The Illinois State Geological Survey does not guarantee the validity or accuracy of these data.*

* Comprehensive Plan 2001: Moline, Illinois

# FIGURE 03 COAL MINES (SOURCE: CITY OF MOLINE & ILLINOIS STATE GEOLOGICAL SURVEY)




MINED OUT COAL RESERVE less than 150' from surface

LOCATION OF ABANDONDED MINE BY TYPE

Shaft

Slope

Underground

Unknown/Uncertain Location

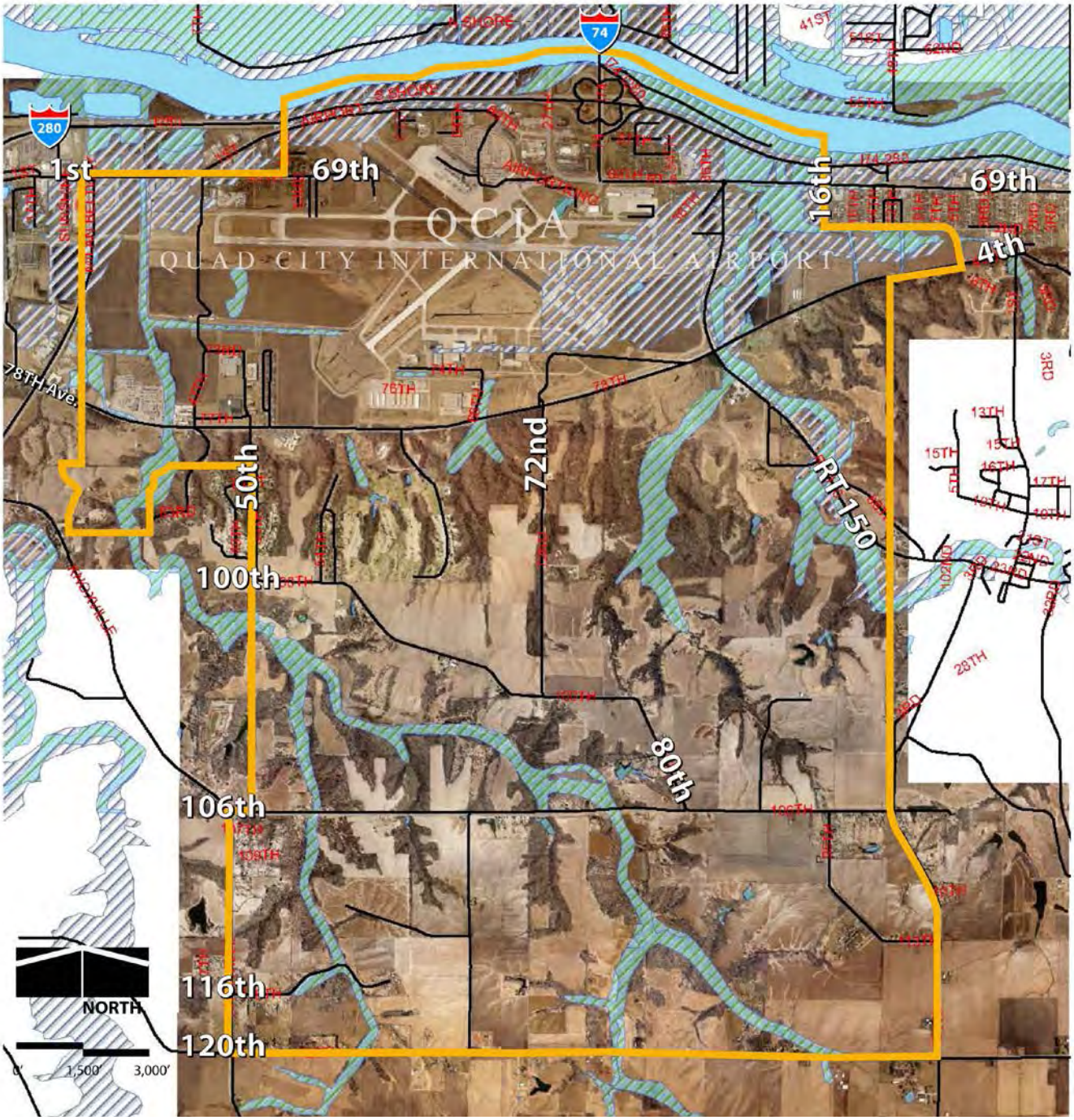
# Flood Zones

Flood zones are areas of land identified by the Federal Emergency Management Agency (FEMA). Each flood zone describes that land area in terms of its risk of flooding. Land areas that are at high risk for flooding are designated as Special Flood Hazard Areas (SFHAs), or floodplains. These areas are indicated on Flood Insurance Rate Maps (FIRMs).*

North of 78th Avenue, flood zones and wetlands are generally limited to the Rock River and extend into various areas towards QCIA. South of the bluff and 78th Avenue, wetlands and flood zones generally follow stream corridors that traverse the landscape until they converge with the Rock River ***(refer to Figure 04).***

* FEMA: www.FEMA.gov

# FIGURE 04 FLOOD ZONES (SOURCE: CITY OF MOLINE)



# Land Use

Predominant land uses within the area include a mix of agricultural, single family residential; commercial; industrial and light industrial; public/semi public; parks, and; open space ***(refer to Figure 05).***

## Residential

Residential uses are scattered throughout the area and consist of a mix of homesteads and subdivisions, typically low-density single family dwellings. North of 78th Avenue, residential exists north of QCIA and along the Rock River. The area south of 78th Avenue is generally rural in character and undeveloped.

## Commercial and Industrial

North of 78th Avenue, industrial/light industrial and commercial uses are predominantly consolidated around the QCIA, along with mix of business and industrial around the airport.
Retail and hotel uses are assembled in proximity to the I-74 and I-280 interchange and extend east and west along Airport Road. South of 78th Avenue, the study area is relatively devoid of commercial business.

## Public & Semi Public

QCIA dominates the land use pattern north of 78th Avenue. In addition, the impacts of the airport extend beyond its boundaries with requirements by the Federal Aviation Administration's (FAA) Part 77 and identification of potential aeronautical hazards and approaches into QCIA.

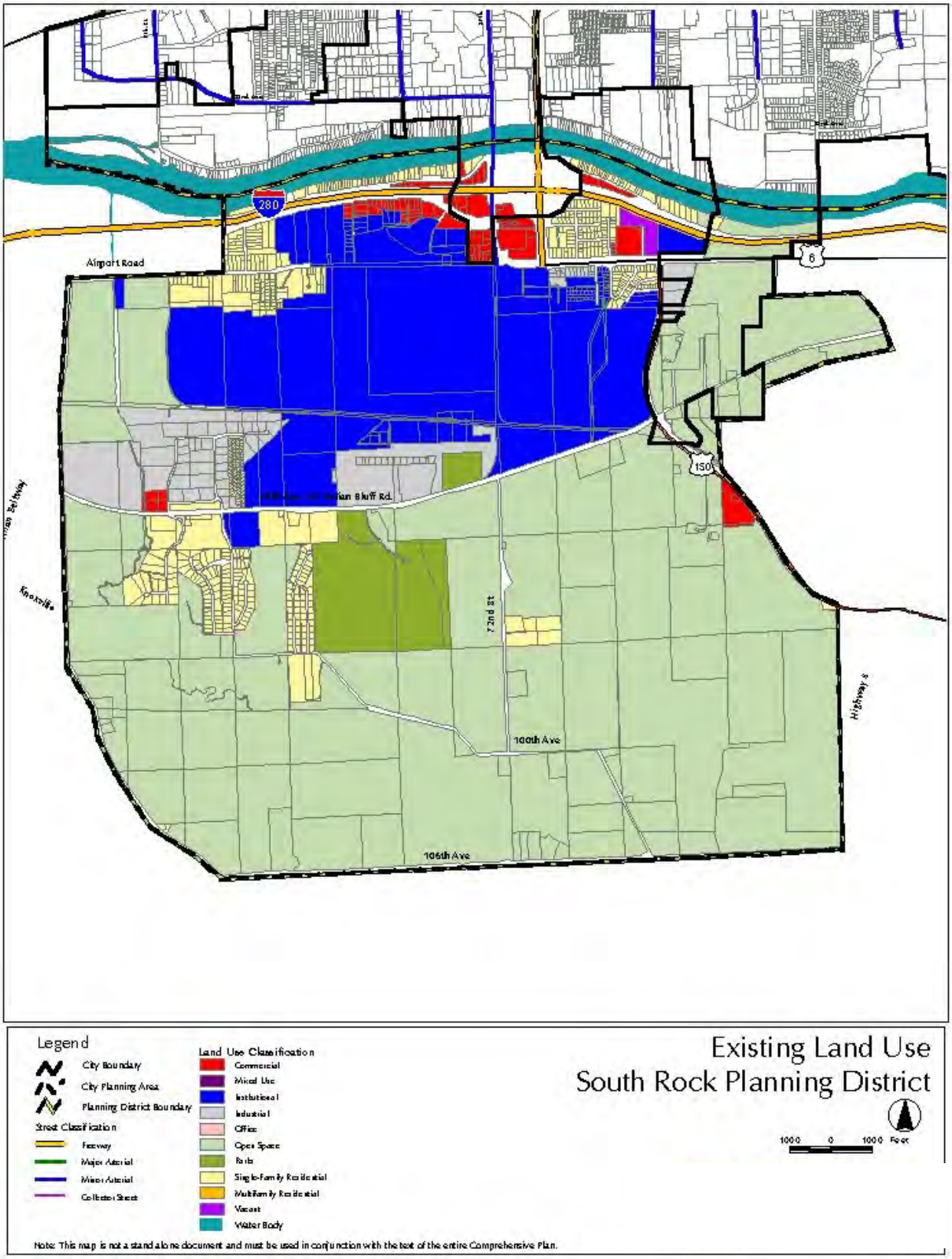
## Parks & Recreation

Indian Bluff Park Golf Course provides the area's only recreational destination and amenity. The public golf course is nestled in the bluffs north of 78th Avenue and opened for play in 1922. Just north of the golf course and on the other side of 78th Avenue, a modest parcel of open space provides ball fields with minimal facilities and amenities.

## Open Space/Agricultural

A vast majority of the area's geography south of 78th Street is classified as open space and exhibits the existing rural and low-density landscape of the southern portion of the planning area.

# FIGURE 05 EXISTING LAND USE (SOURCE: CITY OF MOLINE)



# Transportation

North of 78th Avenue, a well developed network of streets, arterials and collectors serve QCIA, existing development and surrounding neighborhoods,. Access to the highway system provides direct and convenient access to Moline and the Quad Cities region.

## Roadways

The major arterials that serve the area include 78th Avenue; Highway 150, Highway 6, the Milan Beltway and 106th Avenue. Minor arterials include Airport Road, 50th Street, 72nd (now 27th Street) and 100th Avenue (refer to Figure 06).

A key asset of the area is access to both I-74 and I-280. Locally, the interchange of I-74 and I-280 is a "front door" to QCIA and provides relatively quick and convenient access to downtown Moline and connection to I-80 in Iowa. I-280 forms a beltway around the Quad Cities region of Iowa and Illinois and links I-80 near Davenport, Iowa to the west and near Colona, Illinois to the east.

Accessibility is also enhanced to both sides of the Rock River with quick access to John Deere Road via Milan Beltway and the West Rock River Bridge; 27th Street/Highway 150 Bridge, and; I-74 Bridge.

The existing landform will have a significant impact on the mobility system and connectivity framework. Stream corridors, significant massing of vegetation and the rolling topography will provide challenges and constraints to the development of the roadway system in the Moline South Airport Development District.

As identified in the Comprehensive Plan of Moline (2001), it is anticipated that future roadway investments south of the Rock River will be developed within the existing road network. These existing roads include:

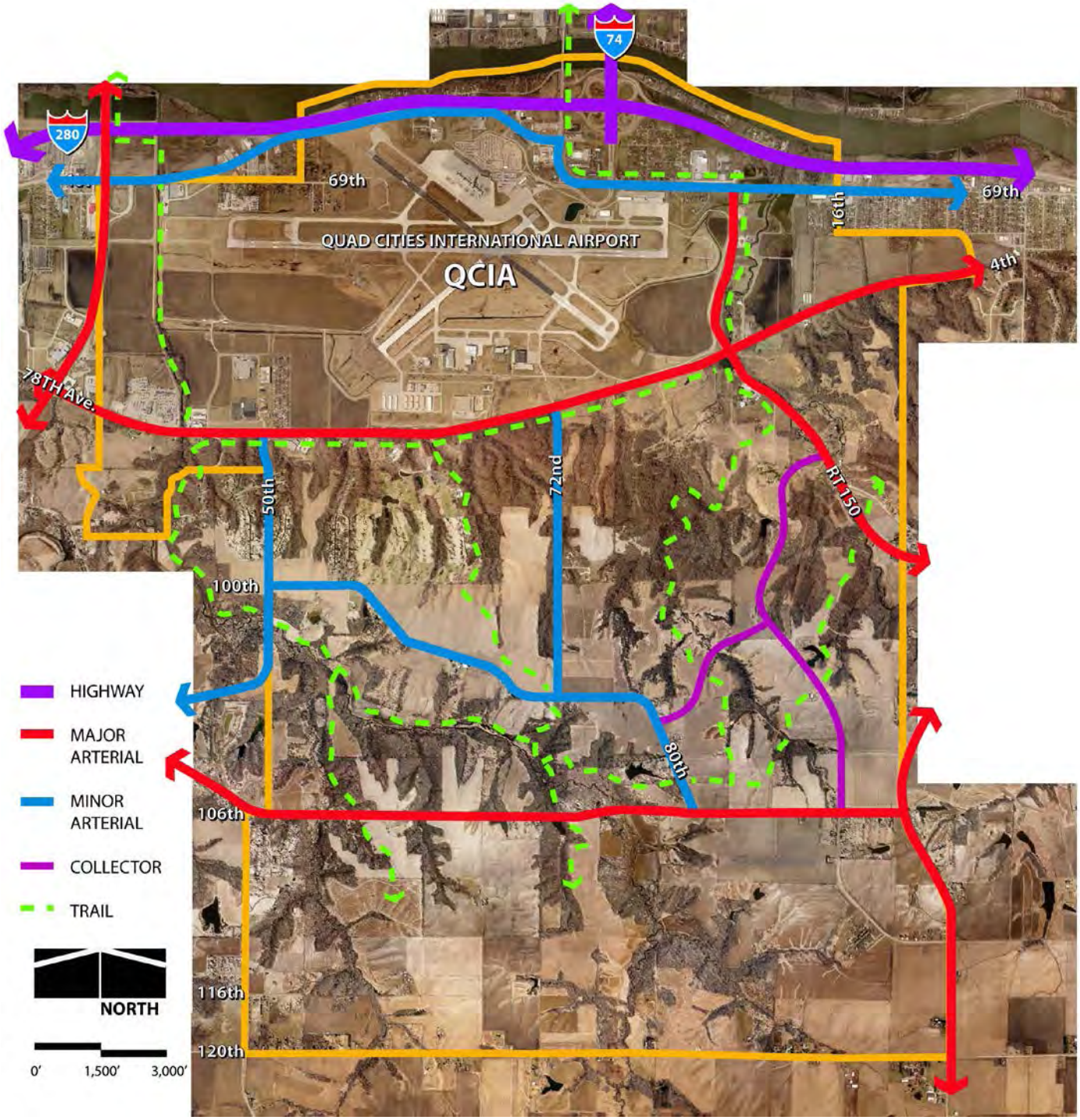
- Airport Road
- U.S. Highway 6
- U.S. Highway 150
- 78th Avenue (Indian Bluff Road)
- 87th Avenue
- 106th Avenue
- 50th Street
- 72nd Street (27th Street)
- 104th Street
- Milan Beltway
- Knoxville Road
- 1st Street (Coal Valley)

# QCIA

Quad City International Airport (QCIA) serves the area as the Federal Aviation Administration (FAA) Certified Air Carrier. QCIA serves Western Illinois and Eastern Iowa with four airlines (American Eagle, Allegiant, Delta and United Express) operating at this terminal. These airlines provide nonstop flights to 10 connecting cities which include:

- Atlanta, GA
- Chicago, IL (O'Hare)
- Denver, CO
- Dallas/Ft. Worth, TX
- Detroit, MI
- Memphis, TN
- Minneapolis/St. Paul, MN
- Orlando, FL
- Las Vegas, NV
- St. Petersburg/Clearwater, FL
- Phoenix/Mesa, AZ

# FIGURE 06 TRANSPORTATION NETWORK



QCIA also serves as a U.S. Customs Port of Entry and is located in Foreign Trade Zone 133. The airport has three runways of 10,000 ft., 7,000 feet and of 5,000 feet in length.

A major factor that will significantly impact much of the future development in the area will be the FAA's Part 77 requirements (FAR Part 77). Part 77 allows the FAA to identify potential aeronautical hazards to prevent the potential impacts to the safe and efficient use of navigable airspace. This generally will influence the heights of objects and other issues that may have a significant impact of development in the area. This would include the Avigation Easement for new development.

The Comprehensive Plan identifies other considerations as part of the FAA requirements. Land use standards, noise contours and accident potential zone configurations for the South Rock Area are based on the criteria and recommendations of the FAA.

The Comprehensive Plan identifies an overlay zoning ordinance to prevent encroachment into noise-sensitive areas or into areas where the FAA has determined that accidents are most likely to occur. The intent would be to prevent population-intensive land uses (hospitals, shopping malls, etc) from developing in areas where these accidents are most likely to occur. The mitigation of losses from plane crashes, the prevention of nuisances caused by noise and the prevention of incompatible encroachments on air operations and property are the primary goals of the overlay zoning ordinance.

The Comprehensive Plan also identifies a Runway Protection Zone (RPZ). The RPZ is intended to protect areas at the end of the airport's runway. The uses allowed in the RPZ are agriculture uses.

Preventing the encroachment of uses vulnerable to noise and potential accidents, such as dense residential, mobile homes, or schools, will be important to the future mission of QCIA. The Comprehensive Plan recommends the RPZ to be considered when adopting the Future Land Use Map.

In addition, the Avigation Easement will need to be considered in the evaluation of new development around QCIA.

# 03

# Planning Context

## Introduction

*A number of adopted plans, development proposals and regulatory parameters will influence the development of the Moline Airport South Development District. In some instances, these initiatives provide specific recommendations and criteria. In other instances, they provide a general guide to build upon and create a greater sense of cohesion for Moline – north and south of the Rock River.*

# Existing Plans

Several plans, tools and recent initiatives will be a significant factor in the shaping of the South Rock Area. This includes:

## Comprehensive Plan of Moline (2001)

The Comprehensive Plan serves as a guide for the planned and orderly growth of the Moline community. The Comprehensive Plan provides a "blueprint" for city leaders, staff and its citizenry. The Comprehensive Plan sets out the generalized framework for anticipated growth to the year 2020 and long-range goals that can be implemented on an incremental basis.

Among broad community-wide goals, aspirations and courses of action, the Comprehensive Plan provides area-specific recommendations for distinctive geographical areas within the City of Moline. For the Moline Airport South District Development Plan, the relevant Comprehensive Plan focus area is the South Rock Planning District.

The South Rock Planning District is generally bounded by the Rock River on the north; the City of Coal Valley on the east; 106th Avenue on the south, and; Milan Beltway /Knoxville Road on the west. Key Recommendations include:

### Neighborhood Stabilization

**Provide for compatible development.** Some development has occurred, but the city has the opportunity to create a new planned community that incorporates planning and sustainable development principles. Standards for buffer and screening of residences from industrial commercial uses are recommended.

**Address deteriorating housing.** Remove deteriorated and blighted housing and redevelop for business uses. Housing north of 78th Avenue should be phased out over time. The mixture of business uses in this area is not desirable for residential development.

**Create new housing.** New residential development will occur south of 78th Avenue and utilities will need to be extended to the area. This means considerable line extensions with few users and, therefore, the cost of providing utilities may become an issue.

**Provide for a variety of housing types.** Create a public/private partnership to develop a golf course residential subdivision to attract executive homeowners. Provide housing for future market demands. New housing development should occur south of 78th Avenue.

### Business Recruitment & Retention

**Make plans for redevelopment and industrial uses**. The industrial area could accommodate heavy industrial uses, but buildings and site design must include amenities to ensure quality development. Promote acquisition and clearance of industrial uses that are not the highest of best use for expanded industrial park development near the airport.

**Institute development standards**. Establish design standards to upgrade the appearance and quality of business and industrial uses.

**Protect the public investment in the Quad Cities International Airport.** Prohibit development of land around the airport that conflicts with airport activity.

**Pursue business and industrial development.** With exception of neighborhood commercial, all business and industrial development should occur between the Rock River and 78th Avenue.

The two possible exceptions include planned commercial and industrial developments on Highway 150, south of the 78th Avenue) intersection and a high quality business park on the south side of 78th Avenue near the west end of the planning area. Ultimately, all the areas north of 78th Avenue and south of the Rock River will be business development. This will include the full variety of uses from commercial retail, hospitality, service, office, warehouse and office-warehouse.

**Create neighborhood commercial centers.** Retail and service uses will be needed to serve the population south of 78th Avenue but they should be limited to neighborhood commercial uses such as a grocery store, dry cleaners, drugstore, service station, etc.

The new residential development area should limit commercial development to neighborhood type uses only. Mixed-use development may be considered if properly designed and developed as a Planned Unit Development (PUD). Neighborhood commercial centers should be strategically located and integrated by design into residential areas.

## Quality of Life

**Protect surrounding areas from airport noise.** Adopt housing development standards for incorporation of noise mitigation measures.

**Enhance parks and open space.** Acquire 250 acres of parks and open space. Acquire parkland just to the east and/or south side of Indian Bluff Forest Preserve.

**Integrate the High Voltage Power Line that runs east west through the Planning District.** Incorporate the high voltage power line ROW into the trails and open space plan.

**Ensure flood protection.** The floodplain is a real concern and must be addressed where development occurs. Do not allow development that would adversely increase the elevation of floodwaters.

**Address the Horace Mann Elementary School.** Ultimately, Horace Mann School should be redeveloped with a new elementary school south of 78th Avenue. When the area builds out it may warrant more than one elementary school.

**Anticipate and accommodate new elementary schools.** New elementary school sites should be combined with a park site and the facilities integrated by design to provide for optimal use by the community.

**Investigate annexation of future development areas**. This area is the future economic driver of Moline and the city needs to move forward with annexation so that it can help guide new development rather than end up trying to correct development problems that could have been prevented. The city needs to actively plan and program the extensions of water, sewer and other public services and initiate an annexation program.

**Determine disposition of City land east of Coal Valley known as the Turner Farm**. This land is owned by the city but is not contiguous to the core of the city and should be disposed of because it would be difficult and costly to serve.

## Future Land Use

The future land use around QCIA further reinforces the importance of the airport and the existing transportation network. The predominant uses include:

- Public and Semi-Public, which encapsulates QCIA. Industrial, which surrounds QCIA on the east, south and northwest portions of QCIA.
- Commercial, which reinforces and supports more intensive development uses around QCIA.
- Industrial/Business Park Overlay, which provides some measure of transition and diversity between the QCIA and surrounding neighborhoods to the east.
- Conservation, which acknowledges established riverfront residential developed between I-280 and the Rock River.

For most of the area south of 78th Avenue, the predominant uses envisioned include low density residential and parkland. These would be supported by focused nodes of neighborhood commercial, neighborhood parks and potential schools to serve the anticipated residents of the area.

## Transportation System

The Comprehensive Plan provides general guidance for roadways and trails that creates an integrated mobility framework. Key transportation and mobility recommendations include:

**Promote linkages across the Rock River.** Alternative transportation modes such as bike lanes and pedestrian linkages should be included in the West Rock River Bridge, the East Rock River Bridge and the 27th Street Bridge.

**Develop a trails system throughout the area.** Acquire rights-of-way as the area develops for open space trails as well as trails along arterial and collector streets.

**Develop arterial and Collector Street System.** Adopt street standards that include bike and trail design. Acquire right-of-way based on design standards in the Transportation Chapter of the Comprehensive Plan.

## Moline South Plan (1995)

The plan provides analysis and recommendations for land available to the City of Moline for future development south of the rock River includes the a west of US. Route 150, south of the Quad City Airport, and east of Indian Bluff Forest Preserve The plan also included recommendations for land located north of 78 Avenue and east of U.S. Route 150.

### Key Findings

- Both population and employment are limited within the study area, however, the adjacent Quad City Airport should be considered a potentially significant catalyst for future development and employment.
- The study area's topography ranges from level plains to steep ravines and, accordingly, offers a range of development possibilities.
- The location of natural and man-made hazards such as floodplains and abandoned coal mines should be considered as part of the overall development pattern.
- The Quad City Airport provides both opportunities and limitations for development. Noise levels limit the extent of noise-sensitive land uses, but the attraction of such a transportation hub would support commercial and industrial uses within the study area.
- The Regional Sewerage System provides City sanitary sewer facilities for future development. Access to the sewerage system is available on the south side of the Quad City Airport.
- Planned CIP improvements include the completion of a water main loop south of the Rock River which will make City water available for future development within the study area.
- The City would need to plan for expanding municipal services such as police and fire protection and refuse collection in order to properly service new development as it occurs within the study area.
- Full residential development may create a need to perform more detailed studies in order to specifically identify school and recreation needs for the area.

### Key Recommendations

- Population projections through the year 2020 indicate a need for housing within the general vicinity of the study area. The relatively level uplands in the southern and western portions of the study area would provide suitable locations for residential development of varying densities, styles, and type.
- Relatively level land with access to higher traffic volumes, such as areas near the intersection of U.S. Route 150 and 78 Avenue could be developed for commercial purposes.
- Larger parcels of level land situated in relatively close proximity to the airport could be developed for industrial uses. Land meeting this description and also possessing good access to major roadways is more limited and should be identified and zoned accordingly in order to provide the City with future industrial development sites.

## North Rock River Corridor Plan (2004)

The North Rock River Corridor Plan provides strategies for the area north of the Rock River to John Deere Parkway. Recommendations of the plan include:

**Parkways and Boulevards.** Roadway enhancements beginning at 78th Avenue along U.S. Highway 150 to 69th street; and 69th Street to 27th Street and across the Rock River.

**City of Moline Gateway.** Develop municipal gateways along this corridor at 78th Avenue and U.S. Highway 150 and at 27th Street/69th Street/Airport Road Intersection.

## River to River Corridor Study (2007)

The study provides development, mobility and connectivity recommendations for the River to River Corridor (19th/27th Street Corridor).

The key concept is to provide continued connection to the corridor south of the Rock River along 27th Street. Existing bridges should be considered for enhancement to provide safe bicycle and pedestrian areas or a new "pedestrian and bicycle only" routes.

## Airport Business Park (2009)

The private sector development master plan proposes a mixed-use (retail and office) business park. The vision of the investment is to create an environmentally sustainable development and provide amenities currently not available within the area. A key component of the proposal is the aspiration to develop within LEED standards, with a variety of green technologies that further the sustainable vision of the development.

A TIF District and issuing financing bonds was envisioned through an inter-governmental agreement between the QCIA, the City of Moline and the County of Rock Island to fund design and public infrastructure.

The proposed project would be a key component to the long-term development of the western portion adjacent to the QCIA.

KK-72
$150
LITTERING
OR
SIGN
VANDALISM
FINE

# 04

# Market Perspective

## Introduction

*The market tells us where and when to build and the land tells us how. But what is built is a reflection of the fundamental vision and values of a community. Understanding a snapshot of economic trends and indicators helps set the table to develop a long-range strategy for meaningful development and design.*

# Macro Level Market Analysis

This section provides a broad overview of conditions affecting market demand and economic development in Moline, Rock Island County, and the broader Quad Cities region. This data is helpful for understanding the broader economic context in which Quad Cities International Airport (QCIA) operates. More specific data on economic conditions in the study area, and whether potential for economic development within the area exists, is found in the Micro Level Market Analysis which follows this section.

## Municipal Economy: Moline, Illinois

### Population

The City of Moline is the largest city in Rock Island County, Illinois. Between 2000 and 2008, the city's population grew by less than 1%. With this modest growth, the city was home to 43,977 residents. This represented slightly less than one third of the total population of Rock Island County.*

### Age

Moline's population resembles the nation as a whole in its age profile, but is slightly older. Almost 15% of Moline residents are over the age of 65, while less than 13% of Americans are over 65. At the opposite end of the spectrum, about 22% of Moline's residents are under the age of 18 while nearly 25% of all Americans are found in that demographic. However, it should be noted that the share of Moline's population found in the 20-34 age cohort – heavily sought-after consumers – is larger than that of the nation as a whole. Moline's population is also more heavily comprised of very young children than is the nation as a whole. Indeed, the slightly older profile of the entire city is due to an unusually high population of senior citizens and a smaller population of people aged 35-64.

* United States Census Bureau. 2010. "American Community Survey: 2006-2008." United States Census Bureau. http://www.census.gov (May 29, 2010). Unless otherwise noted, all data in this section comes from this source.

### Household Size

Most Moline residents live in households; they are not single. Households in Moline are somewhat smaller than the national average, at 2.3 persons versus 2.6.

### Income

Median household income in Moline is slightly lower than for the nation, at $47,970 versus $52,175. Between 2000 and 2008, median household income in the United States fell by almost 1% (when inflation is controlled for); during the same period, median household income in Moline fell by 2.5%. However, the individual poverty rate in Moline is more than fifteen percent lower than in the United States as a whole.

### Employment Patterns

The national recession and the attendant rise in unemployment have not ignored Moline. In April 2013, the city had an unemployment rate estimated at 7.1%. Even with a gain in employment since 2010, Moline still experienced a higher rate of unemployment than did the Iowa Quad Cities (Bettendorf and Davenport).* However, it should be noted that unemployment within the city is typically higher than for those neighboring jurisdictions and that the national unemployment rate for April 2010 was 7.4%.**

* Bi-State Regional Commission. 2010. "2010 City Level Employment Statistics." Bi-State Regional Commission. http://www.bistateonline.org (April 3, 2013).

** Bureau of Labor Statistics. 2010. "Current Employment Statistics – CES (National)." Bureau of Labor Statistics: http://www.bls.gov/ces (August 2, 2013).

**Table 01** provides data from the 2008 American Community Survey on the number of Moline residents employed in the major occupational categories.

**Table 02** provides data from the 2008 American Community Survey on the number of Moline residents employed in the major industry categories. Moline is notable for the large percentage of the population employed in manufacturing (18.2% versus 11.3% for the entire United States), but this is unsurprising given the fact that the city is the headquarters of the John Deere Company. Of particular interest for the present project is that only 4% of the population is employed in transportation and warehousing, whereas 5% of all employed Americans are in that industry

## Educational Attainment

Levels of educational attainment are slightly higher among Moline residents than are to be found among all Americans. **Table 03** shows levels of educational attainment for Moline residents and for all Americans.

**Table 01**
Civilian Employed Population 16 years and over, by occupation

| | | |
|---|---|---|
| | **Total** | **22,530** |
| Management, professional, and related occupations | 6,769 | 30.0% |
| Service occupations | 4,563 | 20.3% |
| Sales and office occupations | 5,536 | 24.6% |
| Farming, fishing, and forestry occupations | 28 | 0.1% |
| Construction, extraction, maintenance, and repair occupations | 1,252 | 5.6% |
| Production, transportation, and material moving occupations | 4,382 | 19.4% |

## Housing

Almost a third of Rock Island County's housing units are in the City of Moline. The most recent Census data shows a vacancy rate of 6.5%, far below the 12% national rate. Housing tenure in the city is comparable to the national pattern, however. About 32% of Moline residents are renters, compared to 33% of all Americans.

Moline does claim a slightly disproportionate share of the county's rental units; while 31% of the county's housing units are in Moline, 34% of the county's rental units are within the city. Moline's housing stock is considerably older than the nation's; 86% of the stock in Moline was built before 1980 and almost 44% was built before 1950. Only 61% of all American housing stock was built before 1980 and 21% before 1950.

Housing costs in Moline are well below the national average. The median value of owner-occupied homes in Moline in 2008 was $107,600, versus $192,400 for the nation. The median monthly housing costs paid by Moline home-owners with a mortgage totaled $1,086, versus $1,508 for all Americans. The median gross rent was $630, versus $819 for the nation. Almost 40% of Moline's renters have unaffordable rent burdens using the federal standard, well below the national statistic of 49.6%.

**TABLE 02**

CIVILIAN EMPLOYED POPULATION 16 YEARS AND OVER, BY INDUSTRY

| | Total | 22,530 |
|---|---|---|
| Agriculture, forestry, fishing and hunting, and mining | 26 | 0.1% |
| Construction | 1,083 | 4.8% |
| Manufacturing | 4,100 | 18.2% |
| Wholesale trade | 724 | 3.2% |
| Retail trade | 2,962 | 13.1% |
| Transportation and warehousing, and utilities | 900 | 4.0% |
| Information | 469 | 2.1% |
| Finance and insurance, and real estate and rental and leasing | 1,753 | 7.8% |
| Professional, scientific, and management, and administrative and waste management services | 1,928 | 8.6% |
| Educational services, and health care and social assistance | 4,714 | 20.9% |
| Arts, entertainment, and recreation, and food services | 2,123 | 9.4% |
| Other services, except public administration | 924 | 4.1% |
| Public administration | 824 | 3.7% |

**TABLE 03:**

EDUCATIONAL ATTAINMENT, MOLINE RESIDENTS AND ALL AMERICANS AGED OVER 25

| | Moline Residents | United States |
|---|---|---|
| High school diploma or less | 43% | 46% |
| Some college | 22.0% | 19.6% |
| College degree | 24.8% | 24.5% |
| Graduate or professional degree | 10.1% | 9.9% |

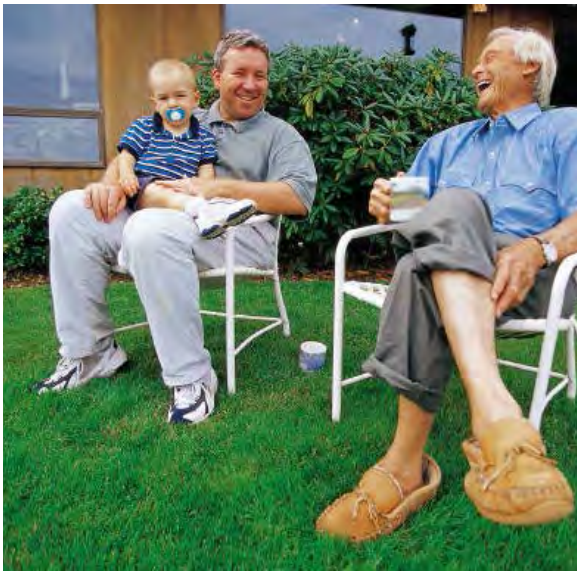
# COUNTY ECONOMY
# ROCK ISLAND COUNTY, ILLINOIS

## POPULATION

In 2010, Rock Island County had an estimated population of 146,800 people. At the heart of the Quad Cities region (the Davenport-Moline-Rock Island, IA-IL Metropolitan Statistical Area), the county was home to 39% of the region's population. Between 2000 and 2008, the county's population contracted by about 2%.

## AGE

The age profile of Rock Island County resembles that of its largest city. About 23% of county residents are under 18 and about 16% are over 60.



## Household Size

The average household size in Rock Island County is smaller than for the nation as a whole, 2.33 versus 2.6. Most county residents are not single persons, but live in households.

## Income

Median household income in Rock Island County was $45,417 in 2008. This was about 5% lower than median household income for the City of Moline and 13% lower than median income for the United States as a whole. County residents are slightly less prosperous than the average City of Moline resident.

## Employment Patterns

Unemployment in Rock Island County has risen due to the national recession. Joblessness in the county was 7.8% in April 2013, which represented a marked improvement from the 12.2% unemployment in the county in January 2010. Some of this improvement, however, is attributable to a modest contraction in the number of people in the labor force. It should be noted that unemployment in the county is consistently higher than that experienced by the Iowa counties of the MSA. Rock Island County counts nearly 77,000 people in its labor force, making it home to the second-largest labor force in the MSA*.

**Table 04** provides data from the 2008 American Community Survey on the number of Rock Island County residents employed in the major occupational categories.

**Table 05** provides data on the number of Rock Island County residents employed in the major industry categories. Occupational and industrial categories for the county largely mimic those of the city, with a similar emphasis on manufacturing. However, the under-concentration of employment in the transportation and warehousing industry found among Moline residents is rectified when county employment patterns are examined.

## Educational Attainment

Educational attainment for Rock Island county residents is slightly lower than for Moline residents and all Americans. County residents are more likely to have some college, but less likely to have earned a college or professional degree. **Table 06** provides data on educational attainment.

* Bi-State Regional Commission. 2010. "2010 County Level Employment Statistics." Bi-State Regional Commission. http://www.bistateonline.org (April 3, 2013).

**TABLE 04**

CIVILIAN EMPLOYED POPULATION 16 YEARS AND OVER, BY OCCUPATION

| | Total | 70,200 |
|---|---|---|
| Management, professional, and related occupations | 20,224 | 28.8% |
| Service occupations | 12,237 | 17.4% |
| Sales and office occupations | 8,238 | 26.0% |
| Farming, fishing, and forestry occupations | 250 | 0.4% |
| Construction, extraction, maintenance, and repair occupations | 5,487 | 7.8% |
| Production, transportation, and material moving occupations | 13,764 | 19.6% |

**TABLE 05**

CIVILIAN EMPLOYED POPULATION 16 YEARS AND OVER, BY INDUSTRY

| | Total | 70,200 |
|---|---|---|
| Agriculture, forestry, fishing and hunting, and mining | 637 | 0.9% |
| Construction | 3,747 | 5.3% |
| Manufacturing | 12,980 | 18.5% |
| Wholesale trade | 2,295 | 3.3% |
| Retail trade | 8,475 | 12.1% |
| Transportation and warehousing, and utilities | 3,480 | 5.0% |
| Information | 1,588 | 2.3% |
| Finance and insurance, and real estate and rental and leasing | 3,951 | 5.6% |
| Professional, scientific, and management, and administrative and waste management services | 5,666 | 8.1% |
| Educational services, and health care and social assistance | 13,880 | 19.8% |
| Arts, entertainment, and recreation, and accommodation, and food services | 6,795 | 9.7% |
| Other services, except public administration | 3,576 | 5.1% |
| Public administration | 3,130 | 4.5% |

**TABLE 06:** EDUCATIONAL ATTAINMENT, ROCK ISLAND COUNTY RESIDENTS AND ALL AMERICANS AGED OVER 25

| | Rock Island County | All Americans |
|---|---|---|
| High school diploma or less | 47.2% | 46% |
| Some college | 23.5% | 19.6% |
| College degree 2 | 2.5% | 24.5% |
| Graduate or professional degree | 6.8% | 9.9% |

## Housing

About 40% of the Quad Cities region's housing units are in Rock Island County. Of the county's 65,480 housing units, only 7.5% were vacant in 2007. This vacancy rate was well below the national vacancy rate of 11.6%.

Housing tenure patterns in the county vary slightly from the national pattern, with county residents being slightly more likely to own their homes; 71.2% of the county's units are owner-occupied and only 28.8% renter-occupied, versus the 67.1% of the nation's units that are owner-occupied and 32.9% that are renter-occupied.

The county's housing stock is, like Moline's, considerably older than that of the nation as a whole. Fully 85% of the county's housing stock was built before 1980 and 37% was built before 1950.

The median value of homes in Rock Island County in 2008 was $105,700, versus $192,400 for the nation. The median monthly housing costs paid by Rock Island County home-owners with a mortgage totaled $1,094, versus $1,508 for the nation.

The median gross rent was $593, below the rents paid in Moline and well below the national median of $819. Even with this low median rent, over 41% of Rock Island county residents have unaffordable rent burdens using the federal standard. This means that rental housing costs in Rock Island County are more affordable than in most parts of the country, because nearly half of the nation's renters experience unaffordable rent burdens.

# Regional Economy
# Quad Cities Region
# (Davenport-Moline-Rock Island, IA-IL Metropolitan Statistical Area)

## Population

By 2010, the Quad Cities region had an estimated population of 379,066. This figure represents growth of roughly 1% since 2000. When ranked in order of population size, the MSA was 160th of the 969 MSAs recognized by the Census Bureau in 2009. Over the next five years, the area's population is expected to grow by 0.13%, compared to a national growth rate of 0.91%*.

## Age

The age profile for the Quad Cities region more closely approximates that of the nation as a whole than do those of Moline or Rock Island County. About 24% of the region's residents are under 18 and 14% are over the age of 65. This closely approximates the nearly 25% of all Americans who are under the age of 18 and 13% who are over the age of 65.

## Employment Patterns

In April 2010, the Quad Cities region had an unemployment rate comparable to the national rate – 9.2%. This represented an improvement from January 2010, when unemployment in the area inched close to 11%. The area has a labor force of over 204,000 people.**

* Site To Do Business Online.

** Bi-State Regional Commission. 2010. "MSA Employment by Industry Sector." Bi-State Regional Commission. http://www.bistateonline.org (May 29, 2010).

**Table 07**

Civilian Employed Population 16 years and over, by occupation

| | | |
|---|---|---|
| | **Total** | **186,259** |
| Management, professional, and related occupations | 56,877 | 30.5% |
| Service occupations | 31,660 | 17.0% |
| Sales and office occupations | 46,738 | 25.1% |
| Farming, fishing, and forestry occupations | 985 | 0.5% |
| Construction, extraction, maintenance, and repair occupations | 16,829 | 9.0% |
| Production, transportation, and material moving occupations | 33,170 | 17.8% |

**Table 08**

Civilian Employed Population 16 years and over, by industry

| | | |
|---|---|---|
| | **Total** | **70,200** |
| Agriculture, forestry, fishing and hunting, and mining | 2,851 | 1.5% |
| Construction | 11,679 | 6.3% |
| Manufacturing | 31,813 | 17.1% |
| Wholesale trade | 6,272 | 3.4% |
| Retail trade | 22,838 | 12.3% |
| Transportation and warehousing, and utilities | 10,120 | 5.4% |
| Information | 4,088 | 2.2% |
| Finance and insurance, and real estate and rental/leasing | 10,857 | 5.8% |
| Professional, scientific, and management, and administrative and waste management services | 13,976 | 7.5% |
| Educational services, and health care and social assistance | 37,858 | 20.3% |
| Arts, entertainment, and recreation, and accommodation, and food services | 17,154 | 9.2% |
| Other services, except public administration | 8,779 | 4.7% |
| Public administration | 7,974 | 4.3% |

**Table 7** provides data on employment in the region by occupational category.

**Table 8** provides data by industry category. The data demonstrates that service occupations and industries provide the basis of the region's economy, the composition of which is generally similar to the broader American economy.

Only the manufacturing sector diverges significantly from the national economic pattern, with an unusually high concentration of manufacturing jobs to be found in the area. This unusually high concentration of manufacturing jobs is explained by the fact that the region is home to John Deere, Rock Island Arsenal, and civilian contractors catering to the Arsenal (e.g., Alcoa).

## Educational Attainment

Residents of the Quad Cities region attain slightly higher levels of education than are typical for all Americans, with higher rates of some college attendance of college graduation. **Table 9** provides data on education for the region.

**Table 09**
Educational Attainment, Quad Cities Region Residents and All Americans Aged Over 25

| | Quad Cities Region Residents | All Americans |
|---|---|---|
| High school diploma or less | 44.4% | 46% |
| Some college | 22.5% | 19.6% |
| College degree | 25.0% | 24.5% |
| Graduate or professional degree | 8.0% | 9.9% |

## Housing

The Quad Cities region has almost 165,000 units of housing. In 2008, only 7.4% of these units were vacant, giving the region a vacancy rate almost half that of the national statistic. Area residents are slightly more likely to own their homes than are all Americans; 72% of the region's homes are owner-occupied and 28% are renter-occupied. The region's housing stock is significantly older than the nation's, with almost 80% of regional stock built before 1980 and 34.2% before 1950.

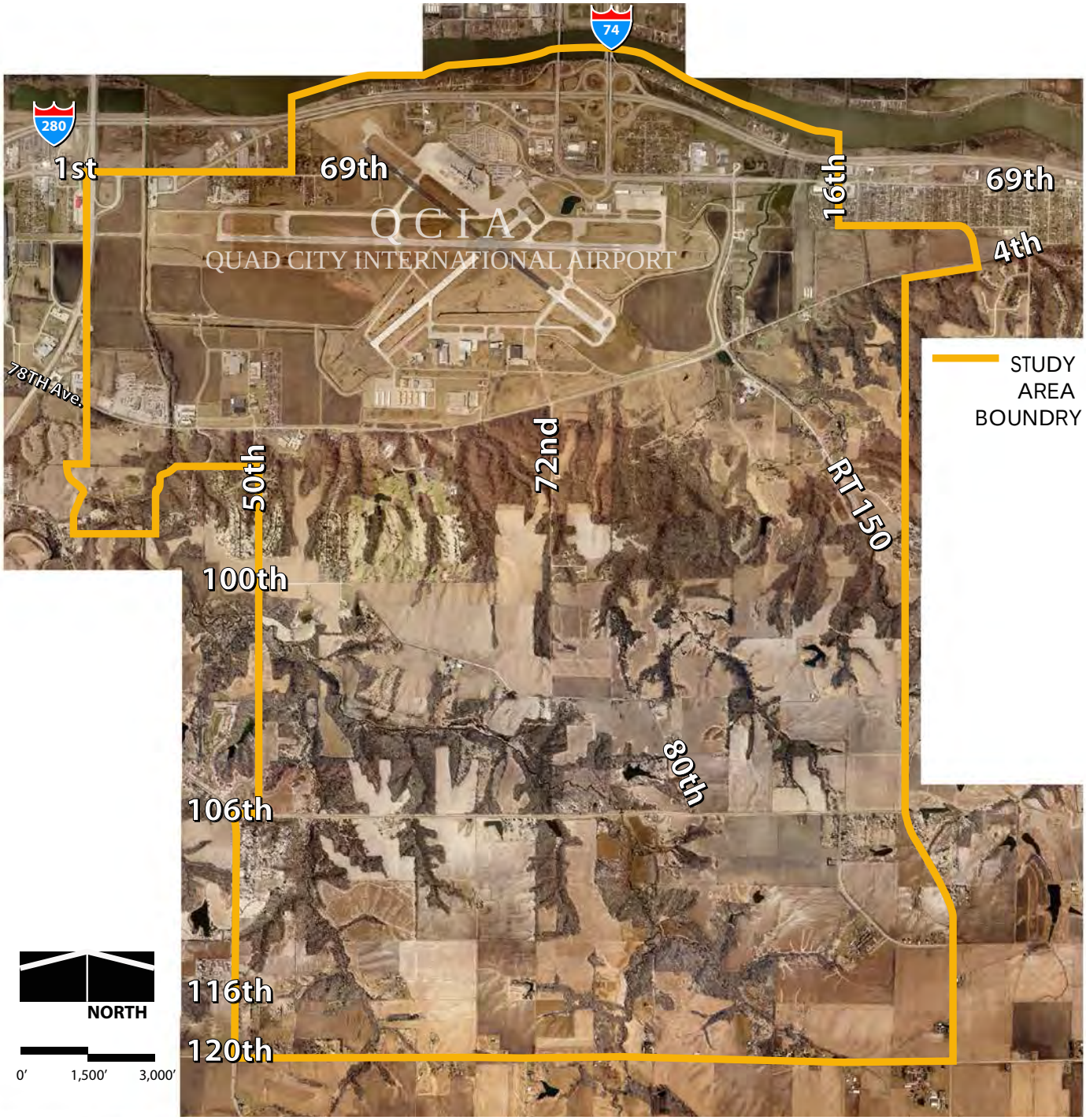
Housing costs in the region are modest when compared to national statistics. The median home value in 2008 was $115,800, compared to $192,400 for all American homes. The median monthly costs for home-owners total $1,128, almost 25% less than the American median. The median gross rent was $609. Rental costs were unaffordable for 42.6% of area residents, still substantially below the national level.

# Micro Level Market Analysis

This section provides an analysis of economic conditions within the QCIA study area (see Figure 07). It seeks to determine whether economic opportunities exist within the study area that can be catalyzed by or which are compatible with the airport, particularly for uses that build upon existing regional strengths (such as the prevalence of manufacturing or the Rock Island Arsenal).

The study area, adjacent neighborhoods, and the region are examined for evidence of saturation in airport-compatible uses. These uses are primarily – but not exclusively – industrial, light industrial, technology parks, business parks, transport-related developments, hotels, and retail and restaurants catering to airport-related traffic. ***The data presented here strongly suggests that the study area possesses untapped market potential.***

# Figure 07 Study Area



In addition to exploring the market conditions in the QCIA study area, the analysis provides a very general look at airport-adjacent land in competing markets around the country.

***This review finds that Moline and the Quad Cities currently lag behind other metropolitan areas in capitalizing on the economic development potential of airports. Similarly-sized metropolitan areas such as Manchester, NH and Santa Barbara, CA have more businesses adjacent to their airports, demonstrating that facilities in markets of the Quad Cities' size can attract businesses.***

## QCIA Study Area

Significant economic activity is currently taking place within the QCIA study area, demonstrated by the presence of 175 businesses with an estimated 3,542 employees*. The business types (by NAICS codes) with the highest concentrations in the study area include construction, manufacturing, transportation, warehousing, and waste management services. These uses are compatible with – and tap into the advantages of – QCIA.

**Table 10** provides data on the estimated number of businesses and their employees in the QCIA study area for selected NAICS codes.

The profile of existing businesses shows that certain uses that are compatible with and catalytic for airports are not heavily represented within the study area. For example, many of the business types that make ample use of business/office parks (e.g., professional services, finance, management, and information businesses) are relatively absent from the study area. Likewise, few restaurants – which can cater to the nearly 1 million annual passengers at QCIA as well as study area employees and residents – are present.

However, when the area is examined using the standard concentric ring methodology some of these business types are no longer underrepresented. Within 2.75 miles of QCIA can be found over 50 restaurants, 170 retail stores, and 40 professional service firms (likely tenants of office parks).

Although the study area is home to significant economic activity, that activity represents but a fraction of the total economic activity in the Quad Cities region. Even among the business types most closely related to airport activities (e.g., transportation and warehousing or accommodation), only a very small portion of the metropolitan area's firms are found in the study area. ***This strongly implies that the airport's catalytic market potential has not been fully tapped.***

**Table 11** provides data on the percentage of local businesses found within the study area, by NAICS code.

* Site To Do Business Online. 2009. All data in this section is calculated using STDB unless otherwise noted.

**TABLE 10**

NUMBER OF BUSINESSES AND EMPLOYEES IN THE STUDY AREA, BY SELECTED NAICS CODES

| Category | Number of Businesses | Number of Employees |
|---|---|---|
| Administrative/support, waste management and remediation | 10 | 957 |
| Wholesale trade | 12 | 846 |
| Manufacturing | 15 | 426 |
| Transportation and warehousing | 12 | 253 |
| Food Services and drinking places | 9 | 155 |
| Accommodation | 6 | 151 |
| Retail trade | 23 | 141 |
| Construction | 23 | 129 |
| Automotive repair and maintenance | 6 | 69 |
| Real estate | 14 | 60 |
| Health care and social assistance | 6 | 53 |
| Professional, scientific, and technical services | 7 | 50 |
| Mining | 2 | 25 |
| Finance and insurance | 5 | 8 |
| Information | 1 | 6 |
| Management of companies | 0 | 0 |
| **Total** | **175** | **3,542** |

**Table 11**

Percentage of Metro Businesses Located in the Study Area, by Selected NAICS Codes

| Category | Number of Businesses (Metro Area) | % Located in Study Area |
|---|---|---|
| Administrative/support waste management and remediation | 671 | 1.5% |
| Wholesale trade | 773 | 1.6% |
| Manufacturing | 622 | 2.4% |
| Transportation and Warehousing | 403 | 3.0% |
| Food services and drinking places | 967 | 0.9% |
| Accommodation | 118 | 5.1% |
| Retail trade | 2,269 | 1.0% |
| Construction | 1,435 | 1.6% |
| Automotive repair and maintenance | 426 | 1.4% |
| Real estate | 593 | 2.4% |
| Health care and social assistance | 1,377 | 0.4% |
| Professional, scientific, and technical services | 1,053 | 0.7% |
| Mining | 22 | 9.1% |
| Finance and insurance | 946 | 0.5% |
| Information | 403 | 0.2% |
| Management of companies | 11 | 0.0% |
| **Total** | **15,998** | **1.1%** |

***Further evidence for the argument that QCIA's catalytic market potential has not been fully tapped is evidenced by the fact that the study area is currently incapable of meeting even the demand of its residents for many types of goods and services.*** If the study area is not capable of meeting the demand its fewer than four thousand residents have for retail goods – and barely surpasses their demand for food and drink – it unquestionably has an inadequate supply to meet the needs of thousands of area employees or hundreds of thousands of airport travelers.

The scarcity of these amenities can also serve to discourage business investment and expansion in the area; even the boon of proximity to the airport may not be sufficient to overwhelm the disadvantage of being able to easily purchase needed supplies. Economic development tends to cluster and the relative dearth of a major investment cluster near the airport – as evidenced by the "leakage" of purchases of goods, services, food, and drink by area residents – may be discouraging additional investment. This pattern can be reversed through the master planning process to include sizable investment by either the public or private sectors.

**Table 12** provides data on the establishment types for which there is currently inadequate supply to meet the market demand of study area residents, much less travelers and employees.

Although the above evidence suggests that the QCIA study area possesses untapped market potential, it may be that airports in comparably sized cities do not normally attract significant adjacent investment. To assist us in determining whether Moline and the Quad Cities region is typical or atypical in this respect, we may examine the airport districts of comparably sized metropolitan areas.

Eight metropolitan areas are selected for comparison here. All of these metropolitan areas have populations between 350,000 and 410,000 people, or ±30,000 of the Quad Cities region. The sample includes some cities that are in direct competition with the Quad Cities market, but also includes geographic diversity and areas with a large military presence (to allow comparison with the "draw" of Rock Island Arsenal).

Airport districts were mapped for each of these areas, with the district defined as a ring extending three miles from the center of the airport. The number of businesses in each of these districts was tabulated and compared to the total number of businesses in the region.

**Tables 13 and 14** present the findings for each of these airport districts. ***These findings show that the QCIA study area has the second-lowest level of airport district business activity; some airport districts in comparable cities have more than ten times as much business activity as does QCIA.*** It bears noting that some of the cities with the most business activity in their airport districts – including Manchester, Santa Barbara, and Wilmington – have experienced healthy population and economic growth in recent years.

However, these findings can be somewhat deceptive because the comparison between the QCIA study area and the other cities' airport districts is not the same*. If the Quad Cities airport district is re-defined to match that of the comparison cities, its performance improves dramatically.

Even then, however, ***Moline and the Quad Cities lag behind half of the comparison cities. This is clear evidence that airports in Moline-sized markets can be attractors of economic development, if local leaders implement a well-designed catalyst plan.***

The example of similarly positioned cities, when combined with the locally-specific data featured above, indicates that Quad Cities International Airport possesses untapped market potential. If the local business community and leadership collaborate on a well-researched, well-designed, and well-executed plan, QCIA can be used to generate higher levels of economic growth for Moline and the Quad Cities region.

* The airport districts in other cities were defined by a three mile wide ring with its center in the airport. The QCIA study area is a polygon with boundaries defined by the client. In addition, it should be noted that some metropolitan areas have peculiar geographies which influence the data included here. Santa Barbara and its airport, for example, are bounded by the Pacific Ocean – preventing development to the west and southwest.

**Table 12**

Supply and Demand for Retail Establishments by Study Area Residents

| Category | Demand | Supply | Gap |
|---|---|---|---|
| Department Stores | $2,626,233 | $0 | **$2,626,233** |
| Food and Beverage Stores | $5,349,780 | $3,267,400 | **$2,082,380** |
| Health and Personal Care Stores | $1,212,136 | $34,651 | **$1,177,485** |
| Clothing and Clothing Accessories Stores | $858,809 | $125,726 | **$733,083** |
| Furniture and Home Furnishings Stores | $703,896 | $185,178 | **$518,718** |
| Sporting Goods, Hobby, Book, and Music Stores | $351,012 | $62,700 | **$288,312** |
| Electronics and Appliance Stores | $480,987 | $273,285 | **$207,702** |

**TABLE 13**
PERCENTAGE OF MSA BUSINESSES LOCATED IN AIRPORT DISTRICTS OF COMPARISON CITIES, BY SELECTED NAICS CODES

| MSA | Population | All MSA Businesses | Manufacturing | Transport-Warehousing | Accommodations | Food Service |
|---|---|---|---|---|---|---|
| **Moline, IL QCIA Study Area** | **379,066** | **1.1%** | **2.4%** | **3.0%** | **5.1%** | **0.9%** |
| ***Moline, IL Airport District (3m)*** | ***379,066*** | ***9.2%*** | ***6.8%*** | ***6.7%*** | ***11.0%*** | ***9.4%*** |
| Eugene, OR | 351,109 | 2.3% | 6.3% | 8.2% | 0.0% | 0.5% |
| Evansville, IN | 351,911 | 5.3% | 9.4% | 9.2% | 10.3% | 3.9% |
| Killeen/ Ft. Hood, TX | 379,231 | 0.7% | 0.0% | 1.4% | 0.0% | 0.6% |
| Manchester, NH | 405,906 | 10.7% | 12.2% | 15.5% | 15.5% | 11.9% |
| Rockford, IL | 353,722 | 5.6% | 10.0% | 16.9% | 9.6% | 5.7% |
| Santa Barbara, CA | 407,057 | 12.0% | 21.3% | 18.7% | 4.5% | 14.5% |
| Shreveport, LA | 391,516 | 10.0% | 12.5% | 15.2% | 21.0% | 10.0% |
| Wilmington, NC | 354,525 | 12.6% | 20.2% | 12.0% | 16.4% | 11.5% |

**TABLE 14**
PERCENTAGE OF MSA BUSINESSES LOCATED IN AIRPORT DISTRICTS OF COMPARISON CITIES, BY SELECTED NAICS CODES

| MSA | Population | Professional Services | Finance & Insurance | Wholesale | Retail | Information |
|---|---|---|---|---|---|---|
| **Moline, IL QCIA Study Area** | **379,066** | **0.7%** | **0.5%** | **1.6%** | **1.0%** | **0.2%** |
| ***Moline, IL Airport District (3m)*** | ***379,066*** | ***9.2%*** | ***10.0%*** | ***6.9%*** | ***12.0%*** | ***10.9%*** |
| Eugene, OR | 351,109 | 1.1% | 0.1% | 5.9% | 2.0% | 1.0% |
| Evansville, IN | 351,911 | 7.1% | 3.9% | 10.3% | 3.3% | 11.9% |
| Killeen/ Ft. Hood, TX | 379,231 | 0.4% | 0.3% | 0.7% | 0.7% | 0.5% |
| Manchester, NH | 405,906 | 9.3% | 13.0% | 15.1% | 12.9% | 11.0% |
| Rockford, IL | 353,722 | 3.9% | 3.0% | 9.7% | 4.8% | 5.6% |
| Santa Barbara, CA | 407,057 | 12.9% | 8.2% | 14.5% | 11.1% | 13.4% |
| Shreveport, LA | 391,516 | 6.7% | 10.7% | 9.2% | 10.8% | 10.7% |
| Wilmington, NC | 354,525 | 11.3% | 10.3% | 18.8% | 13.3% | 21.4% |

# 05

# Concept Plan

## Introduction

*The Moline Airport South Development Plan represents a vision and framework for development of the area. The plan is intended to be utilized by a variety of area stakeholders to assist in active marketing efforts, the guidance for public initiatives, the pursuit of private investment and exploration of sound partnerships.*

*The strength of this plan will be the commitment to long-range pursuit of opportunities and the ability of the city's leadership to adjust, adapt and respond as those opportunities present themselves. The plan is constructed to provide guided flexibility to respond to the ever-changing development environment.*

*The plan is constructed to blend new aspirations while reinforcing recommendations of the adopted Comprehensive Plan of Moline (2001) and established Zoning Districts of the City of Moline.*

*In addition, the boundary lines of Coal Valley and Milan should be extended to accommodate the plan vision in a more consistent and cohesive manner.*

# Concept Plan Use

The Airport South District Development Plan should be a resource and a tool for a broad-range of stakeholders. The plan may be utilized in a variety of endeavors such as:

- Present an additional resource in the public sector's strategic planning inventory that will assist city staff and leadership to evaluate private sector initiatives.
- Provide city staff and community leadership additional materials that can be packaged as part of community building and marketing efforts in the pursuit of private sector development. The Concept Plan can help empower those to a greater degree to promote and market the opportunities that the area. Active efforts may include such initiatives as business retention and recruitment, grant and funding requests and proposals.
- Assist city staff and community leadership to evaluate and prioritize potential funding for public projects when addressing decision-making processes, such as the Capital Improvement Program (CIP).
- Define to a greater degree long-range community aspirations and identify considerations for developers and property owners in regards to their own initiatives and investments.
- For the Moline citizenry, the concept plan will provide a "blueprint" to monitor decision-making processes and ensure that actions undertaken in both the public and private sector are pursued in the spirit and intent of the vision.
- Provide a blueprint for making key infrastructure investments to entice and/or accommodate new development.

# Concept Plan Principles

Several key design and development principles establish the foundation for a successful environment south of the Rock River. Key to this endeavor will be a sustained commitment to these principles that support the aspirations of the Concept Plan, with the ability to adjust accordingly when new opportunities present themselves.

The key factor is a "bend but not break" approach that will allow for the concept to address trends in the market, public and private sector resources, financing capabilities and development trends in the future.

Depending on the initiative, future investments should be first evaluated on their merit in regards to furthering, to the best degree possible, these broad-based principles that are applicable to that project - regardless if they are driven by public or private resources.

Concept Plan Principles include:

- Connectivity
- Variety
- Sustainability
- Adaptability
- Identity

## Connectivity

Pursue identifiable links to, through and within the area that promote a functional and aesthetic sense of cohesiveness and access. Assess how the investment carries forth principles of connectivity, that include:

- Walkable neighborhoods, districts and destinations.
- Complete streets that emphasize the relationship among the public and private realms.
- Multi-modal systems for transportation investments (e.g. multi-use trails and public transit).
- Sound and rational street network to move about from place to place.
- Ensure a cohesive mobility network that links the area with incorporated areas of Moline to the north and existing adjacent transit systems (e.g. I-280, I-74, Highway 150 and other major transportation facilities).

## Variety

Great environments consist of diverse and dynamic experiences. Pursue a mix of uses, activities and amenities that add marketability for developers and livability for area residents. Assess how investments further the principles of diversity that include:

- Choices in living opportunities, both in product style, size, setting and price-points.
- Variety of employment and entrepreneurial opportunities for a diverse mix and scales of business.
- A mix of goods and services that support day-to-day needs of area residents.
- Destinations that may appeal beyond the area (e.g. City of Moline, Quad Cities and region).
- A range of different activities, amenities and recreational opportunities.

## Sustainability

Sustainability should be approached as a multi-dimensional practice. Pursue courses of action that advocate environmental stewardship and economic vitality. Assess how the investment carries forth principles of sustainability that include:

- Protect areas of natural resources, habitats and scenic qualities.
- Site, building and infrastructure design and development practices that have minimal impact (to the best degree feasible) on natural resources.
- A comprehensive flood zone and storm water management policy for the area.
- Responsible development that minimizes construction and operating impacts (e.g. heating, cooling, air and water quality, construction, waste disposal and other factors).

- Development patterns that have a high degree of integration and adjacencies that mitigate travel distances to employment, commercial and recreational destinations (e.g. reduces travel distances, emissions and provides choices in mobility).

- "Green" building practices that promote energy efficiency and building performance.

- Building practices and quality that provide enduring and adaptable structures that serve multiple generations over the life-cycle of the building.

- Marketable, cost-effective projects that creates enduring "places" through continuous economic growth, has long-term value and implemented with a high degree of quality.

- Development that enhances the tax base and sustains community service and infrastructure needs.

- Recognize natural and beneficial functions of resources and integrate into development design.

## Adaptability

Recognize that a long-range vision may not address the details of unanticipated factors such as market conditions, construction practices, energy systems, technology and other social, economic and technical changes. Consider alternative approaches as long as they further community goals and the spirit and intent of the vision.

- Create positive momentum by considering initiatives that provide quality short-range "victories" that lay the foundation to achieve larger, long-range goals.

- Advocate projects that have the potential for adaptive reuse and provide the format to accommodate potential change.

## Identity

Key to the concept plan will be creating a cohesive and distinct environment that is distinctively identified as part of the Moline community.

- Promote the "best" of Moline through furthering an authentic environment that bridges the community's past and future. Preserve, enhance and integrate existing assets of the area, such as natural features and the existing landform.

- Champion quality projects that are enduring and express the vision and values of the community in both the public and private realms.

- Celebrate the Moline community, area destinations and neighborhoods through design features such as gateways, complete streets, landscaping and other features that highlight the special "places" within the Airport South District.

# Concept Plan Aspirations

The Moline Airport South District should be a diverse place that is both economically and physically sustainable. This will be accomplished through the consistent practice of promoting and pursuing quality development that is highly integrated and provides a variety of opportunities and choices. Key aspirations of the concept plan include:

- Preservation of natural assets.
- Promote uses and activity destinations, providing a broad-range of goods and services that support neighborhoods, the Moline Airport South Development District, the Moline community and the Quad-Cities region.
- Aspire to build enduring "places" and environments that create identity and a greater sense of long-term "ownership" by the community.
- Recruit employment anchors at a variety of intensities that furthers a diversified market, expands the tax base and cultivates an environment for entrepreneurship and investment.
- Maintain a sustainable neighborhood pattern that provides diversity of choices and accommodates a variety of life-stages and income levels.
- Provide a variety of recreational and fitness amenities that are interconnected at the neighborhood, district and community scale.
- Promote residential density that will create a critical-mass to support commercial activities.
- Encourage density through advocating compact, mixed-use destinations at key transportation intersections; promote higher density residential adjacent to areas of commercial and employment, and; limit exceptionally low-density development within the district.
- Pursue adaptable development patterns that can address long-term economic cycles. Demand a high quality of construction that is enduring and capable of adapting to multiple generations of reuse over the long-term.
- Ensure a strong degree of connectivity and mobility throughout the district that links these "places" through a variety of mobility choices (e.g. automobile, pedestrian, and bicycle and public transit). Ensure these systems are integrated and connect neighborhoods, employment centers, commercial goods and services, schools, institutions and recreational amenities (e.g. trails, enhanced roadways, local streets and transit stops).
- Provide sound, rational and defined areas of transition among developments. Take advantage of the natural assets of the area to provide these physical and visual transitions, especially when adjacent uses are of low compatibility (e.g. industrial next to residential). Place a greater degree of density in proximity to areas of destination that support commercial and employment uses and provides transition to lower-density neighborhoods.

- Invest in a high quality public environment that encourages a high quality private environment. When public investments are made (e.g. infrastructure, roadways, schools, public buildings, parks and other), ensure the design and maintenance of the investment conveys a strong sense of performance and permanence.

- Advocate innovative building and construction practices that are sustainable.

# Concept Plan Components

The Airport South District Concept Plan is organized by three recommendation sections. Each section is interconnected and establishes the framework in which initiatives from both the public and private sector can be weighed in terms of their merit towards furthering the long-range aspirations of the plan.

More importantly, the recommendations provide the platform in which area stakeholders and City leadership can begin to coordinate and collaborate on active development efforts. These sections include:

## 1. Concept Development Framework

Provides a generalized land use pattern and descriptive development character and principles. In addition, the Concept Development Framework addresses a consideration for parks, open space, trails and public facilities.

## 2. Infrastructure Framework

Based upon recommendations of the Moline Comprehensive Plan, the transportation concept framework is "contoured" to respond to the proposed concept plan and provide a high degree of connectivity and aesthetic appeal.

In addition, the Infrastructure Framework presents broad-based goals and objectives that can be utilized when addressing detailed recommendations that address strategic investments in the utility framework that will be necessary to serve the development of the area.

## 3. Implementation Framework

Provides broad-based actions and critical steps that are intended to assist in the decision making process and provides guidance for consideration to move forward with the aspirations and recommendations of the concept plan.

# Land Use & Development Framework

The proposed generalized land use **(refer to Figure 08)** and development framework envisions a full range of long-term uses to provide opportunity and serve the needs of the area. The envisioned mix of uses for the 6,000+ acre area includes:

- Conservation (protection/enhancement of natural areas).
- Commercial (Highway and Neighborhood).
- Industrial and Light Industrial.
- Mixed-Use
- Office.
- Office/Research & Technology (ORT).
- Parks, Open Space and Recreation.
- Public and Semi-Public.
- Residential (Single and Multi-Family).

**Industrial/Light Industrial**
*Approximately 659 Acres(11%) of tota planning area.*

**Office & ORT**(Primary Use)
**Light Industrial & Retail** (Secondary Use)
*Approximately 92 Acres (2%) of total planning area.*

**Commercial** (Highway/Intensive)
*Approximately 206 Acres (3%) of total planning area.*

**Commercial** (Neighborhood Crossroads)
*Approximately 208 Acres (3%) of total planning area.*

**Flex - South Moline Corridors**
(Residential, Retail, Office, Public/Semi-Public & Light Industrial - Limited Height)
*Approximately 379 Acres (6%) of total planning area.*

**Mixed-Use**
(Retail, Office, Public/Semi-Public & Residential)
*Approximately 358 Acres (6%) of total planning area.*

**Public/Semi-Public**
*Approximately 1,103 Acres (18%) of total planning area.*

**Park & Open Space**
*Approximately 499 Acres (8%) of total planning area.*

**Greenway Conservation Zone**
*Approximately 96 Acres (2%) of total planning area.*

**Residential** (Higher Density Mix)
*Approximately 419 Acres (7%) of total planning area.*

**Residential** (Higher to Medium Density Mix)
*Approximately 868 Acres(14%) of total planning area.*

**Residential** (Lower Density Mix)
*Approximately 987 Acres (16%) of total planning area.*

**Residential Conservation** (Existing Along Rock River)
*Approximately 47 Acres (1%) of total planning area.*

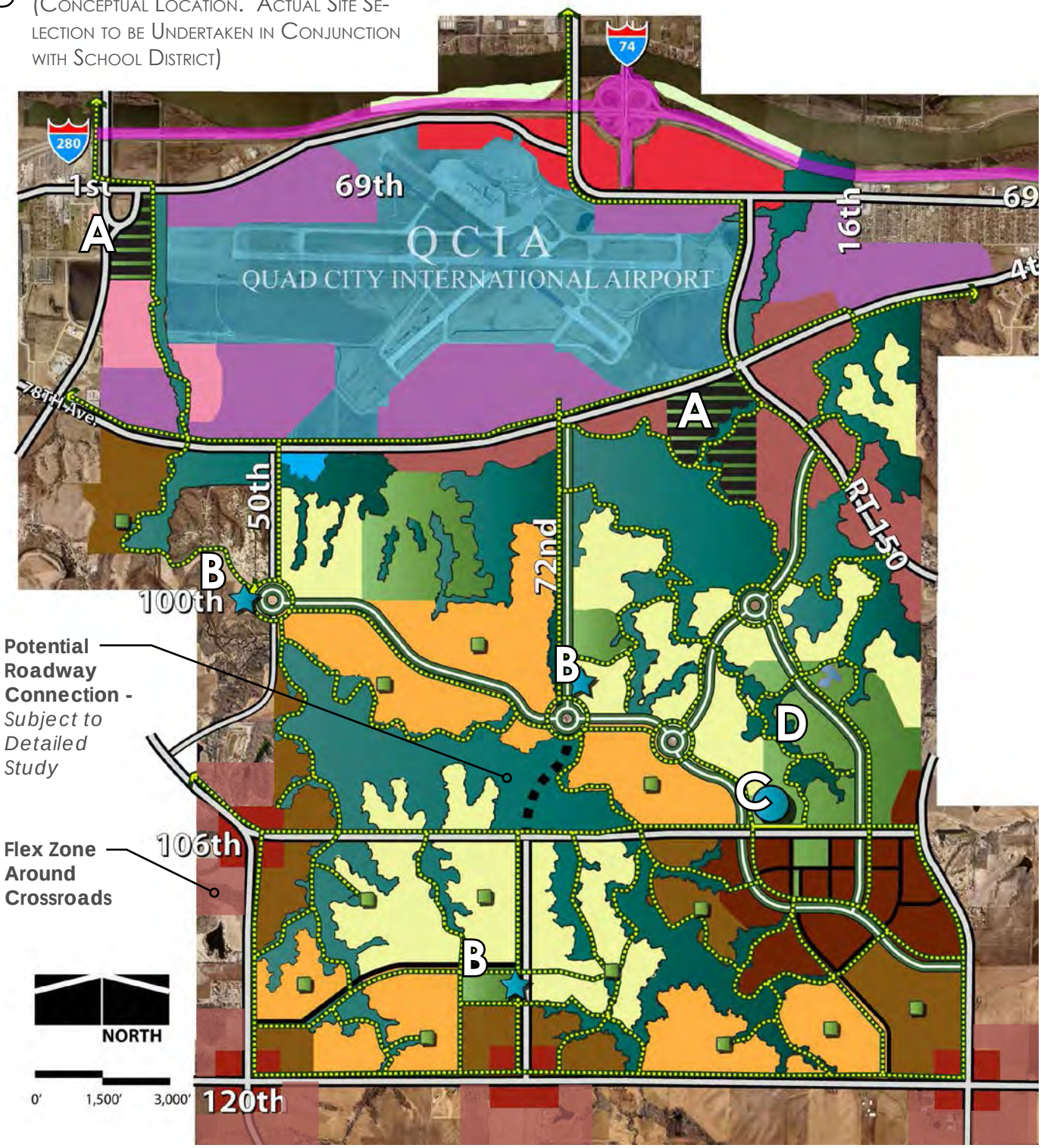
# FIGURE 08 CONCEPT DEVELOPMENT FRAMEWORK

**A** **OPEN SPACE/AVIGATION NO BUILD ZONE**
*Approximately 127 Acres/2% of total planning area.*

**B** **SCHOOL OR PUBLIC SAFETY FACILITY**
(CONCEPTUAL LOCATION. ACTUAL SITE SELECTION TO BE UNDERTAKEN IN CONJUNCTION WITH SCHOOL DISTRICT)

**C** **COMMUNITY FACILITY**
(CONCEPTUAL LOCATION)

**D** **CITY PARK, PUBLIC/PRIVATE GOLF COURSE OR OTHER RECREATIONAL DESTINATION**



# Character Areas

The concept framework re-organizes and "brands" various development districts through a series of "character areas" **(refer to Figure 09).** Each of these areas builds upon existing context, assets and opportunities.

The goal is for each one of these character areas to complement each other, rather than competing. In addition, this organizational approach to land use and development may allow for a more focused effort to specifically begin marketing, business and development recruitment efforts.

The envisioned development character areas include:

## QCIA Master Development Zone

Economic engine that focuses on building a vibrant mix of business and employment uses in a cohesive business/industrial park setting. This would include promotion of such uses and development models as:

- Public/Semi-Public (e.g. required for the operation and future growth of QCIA).
- Industrial/Light Industrial, which can represent a broad-range of activities (e.g. aviation-oriented, aviation support, distribution, supply, storage/warehousing and other employment anchors).
- Commercial (e.g. predominantly highway intensive destinations focused on high visibility transportation corridors - retail, hotel, restaurant. etc.).
- Office (e.g. office campuses, research/technology and support retail mix).

## Office & Employment Campus

Strategic consolidation of office uses in a campus-like environment. Depending on the scale and density, may include a mix of support retails shops. This would include promotion of such uses and development models as:

- Development prototype is similar to the proposed Airport Business Park project that consist of a mix of office campuses, research/technology and support retail mix).
- Corporate headquarters and/or multi tenant offices as the predominant use.
- Light Industrial and retail as secondary uses.

## South Town Village

A mixed-use neighborhood "village" that becomes a focal point within the community. Developed at a pedestrian-friendly format, South Town Village is envisioned to provide a wide-range of experiences such as day-today goods and services that support area residents; a mix of unique or destination shops and restaurants; office lofts; residential flats, town and row houses; community facilities and; community gathering spaces. The envisioned format is a compact, pedestrian-friendly environment.

## The Crossroads

Secondary community service centers, primarily focuses on retail goods and services that adds additional support for area residents. The Crossroads also may accommodate retail formats not desirable in the South Town Village (more automobile-oriented building formats (e.g. stand-alone drive-through restaurants, convenience/gas, big-box retail stores, etc.). A "Flex" zone around The Crossroads Character Area also should be considered to accommodate additional economic development opportunities (retail, office and residential uses).

## Neighborhoods

Promotes a variety of residential prototypes and formats that provide lifestyle choices and living environments. This will include single and multi-family uses, predominantly low to medium densities. Higher density residential product ideally should be promoted and integrated with other character areas such as the South Town Village, Crossroads and around Office Campuses with a strong degree of pedestrian connectivity.

## South Moline Corridors

Provides a flexible development zone that can accommodate a variety of uses and economic activity to support and connect character area destinations. The corridors can consist of a variety of uses, however, development intensity should be carefully considered so as not to detract from the preferred dense, compact formats of the envisioned character areas.

The corridor development is envisioned for the south side of 78th Avenue and along Route 150. With QCIA, this will limit portions of the development with structures of 1 level in height.

## QCIA Master Development Zone

*Predominantly industrial and commercial in nature, the QCIA Master Development Zone will be the economic "engine" for the Moline community south of the Rock River.*

## Office & Employment Campus

*Within the **QCIA Master Development Zone**, the Office & Employment Campus will offer the quality environment to develop Class A office, corporate headquarters and support commercial to provide an employment destination in the area.*

## South Town Village

*Envisioned as a quality mixed-use environment, South Town Village will provide the ideal setting for the live, work and play experience. With the right mix, South Town Village will create an identifiable "place" for locals as well as a destination beyond Moline,boundaries.*

## Crossroads

*Whether walking, biking or driving, neighborhood convenience is offered at the Crossroads. Envisioned to develop around major roadway intersection, these service centers will help support surrounding residential with day-to-day goods and services.*

## Neighborhoods

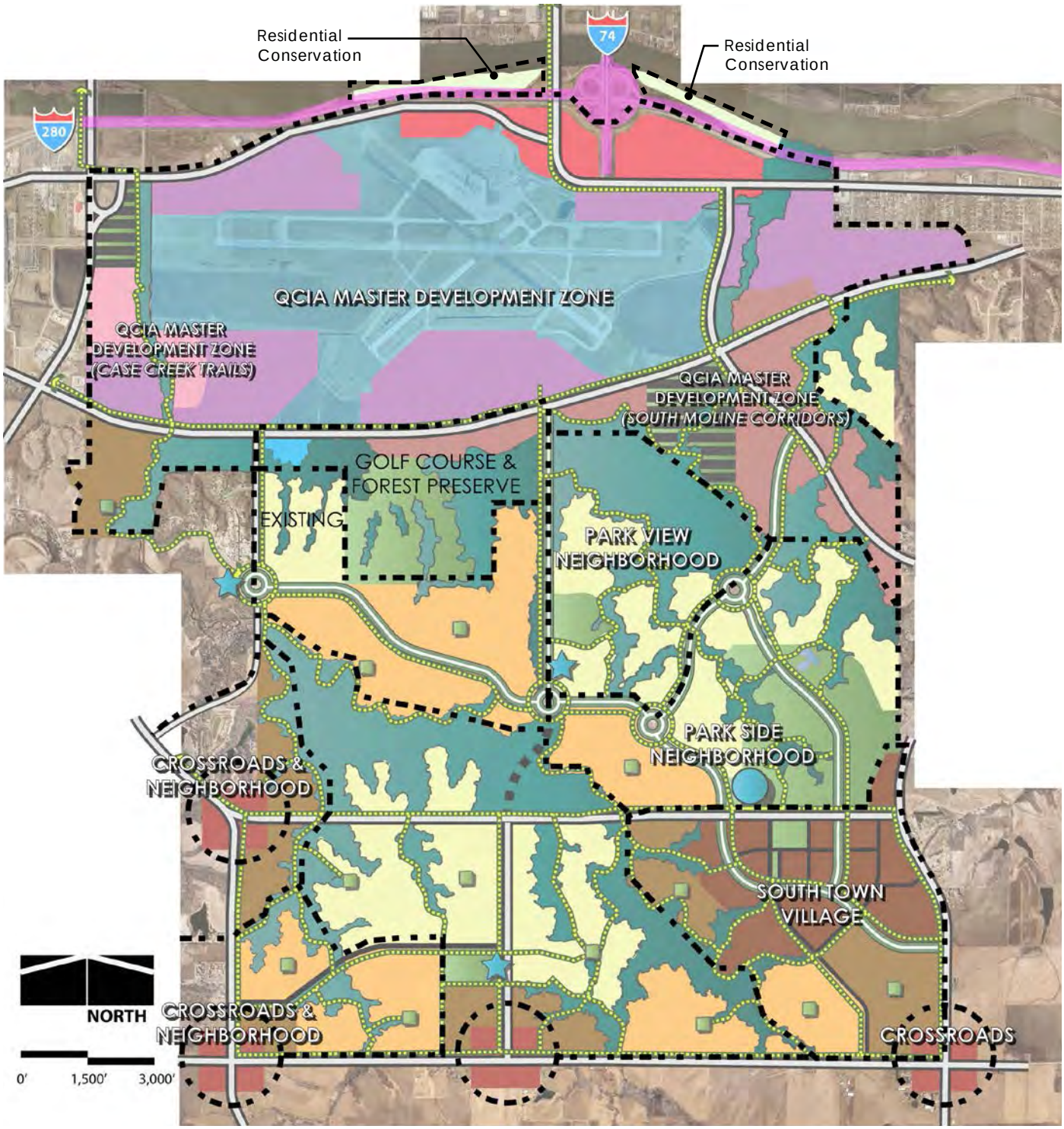
*South of the Rock River, a variety of living choices will be offered - from single family homes overlooking a natural setting to higher density product in a pedestrian-oriented environment. Ultimately, the area will offer something for everyone.*

## Flex - South Moline Corridors

*As part of the **QCIA Master Development Zone**, the South Moline Corridors (78th Avenue and RT, 150) provides a flexible format to develop retail, industrial and other uses near the Quad City International Airport.*

# FIGURE 09 CHARACTER AREAS

Figure 09 illustrates generalized development patterns and a potential "snapshot" on potential projects that could begin to be packaged. Note that within each character area, multiple projects could be developed in a phased manner.



## Aspiration

*Develop the QCIA Master Development Zone as one of the region's premier employment and business destinations. Build upon the Quad City International Airport, existing commercial and industrial uses and expand its impact on the physical and economic landscape within the area. Pursue a variety of employment and business prototypes, integrated through a master development approach.*

## Preferred Uses

**Industrial/Light Industrial**

**Office & ORT** (Primary Use)
**Light Industrial & Retail** (Secondary Use)

**Commercial**
(Highway/Intensive)

**Flex - South Moline Corridors**
(Residential, Retail, Office, Public/Semi-Public & Light Industrial - Limited Height)

**Public/Semi-Public**

**Park & Open Space**

**Greenway Conservation Zone**

## Format

Develop in a cohesive and coordinated manner through a "Master Developer" approach.

# Character Area
# QCIA Master Development Zone

Development around QCIA is pursued through a master planned or master developer approach. Essentially, QCIA (or QCIA in partnership with the city) takes on the role of "Master Developer" (in whole or in partnership with others) for the area around QCIA.

Established and desirable uses would remain and be integrated into a Master Development Plan. Remaining portions (vacant or identified for redevelopment) would adhere to the concept plan vision and developed incrementally.

This approach places a great deal of responsibility on the public sector, both administratively, financially and in the execution of marketing and promotion. The advantage is the potential for a more unified and cohesive environment; flexibility in recruiting the tenant mix.

Essentially, the QCIA Development Zone would create a detailed concept master plan, design and development guidelines, criteria and inventory of potential incentives (such as land acquisition and other enticements). Specific development "pieces to the puzzle" would be evaluated on their merit/benefit and strategically integrated within the master plan boundaries. The concept plan could facilitate changes on an as-needed basis to respond to the market and tangible opportunities.

In addition, a master development approach around QCIA will likely prove to promote more consistent and cohesive development process given the complexities of building in and around the airport environment (e.g. FAA requirements, restricted/limited height zones, the primary mission of QCIA and other unique factors presented by airport operations).

Additional development strategies for the QCIA Master Development Zone are discussed in **Section 7: Implementation** of this plan.

## Key Design & Development Principles

- Create a Master Developer Concept Plan that addresses:

1. Phasing goals and strategies.
2. Design and development guidelines.
3. Access, egress and traffic management.
4. Gateway, branding and other amenity features.
5. Detention and Best Practices Management strategies.
6. Utilities and other infrastructure investments.

- Design to promote sharing of common facilities (e.g. open spaces, parking, and primary points of access/egress).
- Require substantial landscaping to screen parking and service areas from the public realm.
- Promote common monument and gateway elements at the public realm that provides a "business park' image.
- Encourage office, customer service or primary entrances of the building to be oriented towards the public realm. Promote additional enhancements, articulation and design features that accentuate these primary points of public access.
- Demand quality and enduring building materials.
- Design to accommodate potential transit investments.
- Consistency and considerations for FAA and related airport regulations.

**QCIA**
**Master**
**Development**
**Zone**

### *Aspiration*

*Promote an office predominant environment in a cohesive manner. Advocate similar uses in an integrated "campus' environment that has a high degree of connectivity, amenities and identity.*

## Character Area
## Office & Employment Campus

Focus business recruitment pursuits and a physical development framework that seeks office and employment uses as a distinctive destination environment within the area. The concentration of these similar uses is also more likely to be conducive to spin-off retail and in effect, promote the opportunity for these campuses to have a mixed-use component.

As with the proposed Case Creek Trails development, a focused approach to compact development destinations will tend to promote a more recognizable, marketable and quality environment.

### Preferred Uses

**Office & ORT** (Primary Use)
**Light Industrial & Retail** (Secondary Use)

**Park & Open Space**

**Greenway Conservation Zone**

### Format

Develop in a cohesive and coordinated manner that creates a more unified environment through consistent design treatment in both the public and private realms; a high degree of vehicular and pedestrian connectivity, and; open spaces as a tenant amenity and organizational feature for the development.

### Key Design & Development Principles

- Provide pedestrian access to the public realm (internal trails that link to local and regional systems and public sidewalks).
- Encourage a sense of destination and "place", through cohesive monument signage at primary campus entrances, cohesive lighting and landscaping solutions that unify the visual landscape.
- Promote a mix of integrated uses that supports the campus environment.
- Encourage architectural solutions (e.g. scale, materials, and orientation) for office buildings that complement rather than compete with each other.
- Encourage unified common spaces, such as park, open space and plazas that provide a cohesive element, provide an amenity to tenants and visitors and further the sense of "campus" rather than a series of disconnected sites.
- Promote sharing of common facilities (e.g. open spaces, parking, and primary points of access/egress).
- Design the internal street and circulation network to connect, not separate development or building sites.

- Design buildings to engage the public realm with parking areas internalized in the site. The preferred method is a "campus green" or maintained lawn with landscaping on the perimeter of the development.
- Require substantial landscaping to screen parking and service areas from the public realm.
- Encourage vertical integration if a mixed-use format is pursued.
- Encourage a consistent streetscape design to bring a greater sense of cohesiveness among the development for both the public and private realm.
- Demand quality and enduring building materials.
- Design to incorporate transit investments, movement, pick-up/drop-off, ingress/egress into key public access locations.

Courtesy of Hoefer Wysocki Architecture

## Office & Employment Campuses

## Aspiration

*Promote a mixed-use center that primarily supports area residents. Develop in a format that has a distinctive visual image in a pedestrian-friendly environment. Encourage a mix of commercial (basic retail goods and services);specialty retail and destinations; public facilities, and: residential.*

## Character Area
# South Town Village

The South Town Village is envisioned to become a landmark environment that supports area residents and creates a community focal point and activity center within the Moline Airport South Development District. The mix could also include specialty goods, services, office and other destination opportunities hat provide a more community-wide and regional draw.

Integration of residential density - in and around the village will be key in supporting this distinctive live, work and play environment.

## Preferred Uses

**South Town Village**
Mixed-Use Center
Retail, Office, Residential lofts, Public/Semi-Public, Parks and Open Space.

**Higher Density Residential**
Town Houses, Apartment Homes, Maintenance and Assisted-Living and other formats.

**Residential**
(Higher to Medium Density Mix)

## Format

Develop in a mixed-use format. Ideally, retail uses at the ground level with upper level office. Integrate a mix of residential density such as upper level lofts, apartment homes and condominiums. Support the residential diversity by surrounding mixed-use with town houses and other formats that transition to single family neighborhoods.

Accommodate public/semi-public uses within the village (e.g. institutions, public safety, post-office, recreations/community center).

## Key Design & Development Principles

- Pedestrian-oriented development model that is designed to promote a unique activity and destination experience for the area.
- Design buildings to engage the public realm at the sidewalk, with entrances oriented towards the street.
- Buildings with retail at the ground level should provide a significant amount of transparency and storefront display windows.
- Support the village core by developing higher density residential around it.
- Promote vertical integration of mixed-use (e.g. office and/or residential above retail.
- Reinforce the sense of destination and diversity by considering public/semi-public uses as part of the development mix (e.g. library, public safety, post office and other compatible uses).
- Promote sharing of common facilities (e.g. open spaces, parking, and primary points of access/egress).
- Require substantial landscaping to screen surface parking and service areas from the public realm.

- Encourage parking areas to be located behind building forms.
- Promote quality and enduring materials, with a predominance of masonry.
- Design buildings to engage the public realm at the sidewalk, with entrances oriented towards the street.
- Plan for multi-modal transportation and other amenities and services that will reinforce the village as a destination. This will include integrating local and regional trail systems; transit stops and integrated facilities for public transit (e.g. rubber wheel buses, trolleys and park and ride facilities).
- Design the street network to connect, not separate buildings.
- Encourage the street network to be designed in a grid or modified grid configuration.
- Encourage a consistent public realm streetscape design to bring a greater sense of cohesiveness among the development.
- Encourage public art to be integrated as part of the overall streetscape and gateway designs.
- Ensure pedestrian and bicycle corridors are integrated and connect to adjacent and area neighborhoods, parks, trail systems and public facilities.
- Promote businesses to organize and develop strategic alliances to pursue marketing, special promotions, events and other activities that add vitality to the village.
- Create a public open space as a significant organizational feature for the village that accommodates modest recreation, passive spaces and village events (e.g. art fairs and other community events).
- Develop design and development guidelines. This may be a joint efforts among the city and master developer or; requirement for the master developer to provide guidelines for review and input by the city.

## South Town Village

### Aspiration

*Develop commercial nodes that primarily support area residents and accommodate a greater variety of building formats that are envisioned for other character areas within the Moline Airport South District.*

## Preferred Uses

**Commercial**
(Neighborhood Crossroads)

## Format

Delineate and develop all corners of intersections of major transportation corridors in a cohesive manner. Allow for development prototypes that would not be necessarily conducive to the goals and aspirations of other character areas.

Support the periphery of the commercial component with multi-family residential mixed density neighborhood.

# Character Area
# Crossroads

Additional commercial support uses may be strategically considered as the residential base in the area builds to a critical mass. The concept plan envisions the development of commercial Crossroads.

Crossroads can be as simple as several commercial developments on all sides of a major roadway intersection that provide basic goods and services (e.g. grocery and convenience stores, retail stores, gas stations, drive-through restaurants and other uses that serve adjacent neighborhoods). Development can be on a site-by-site basis, however, a high degree of internal connectivity, shared-use parking lots and cohesive treatment along the public realm would be required.

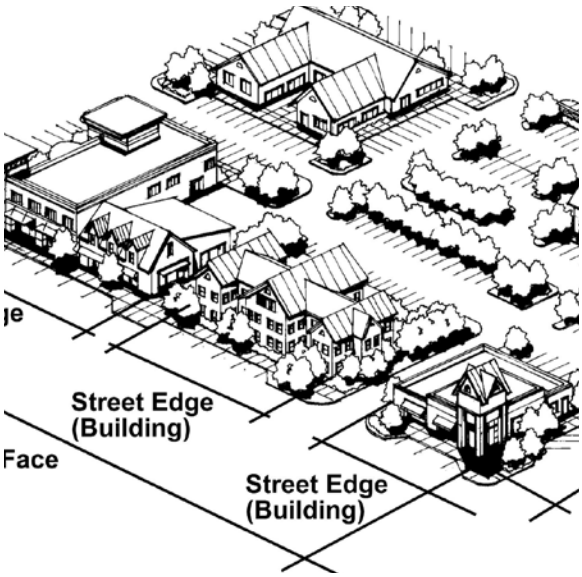
In an alternative development model, a crossroads may be a mix of integrated uses and function as its own localized, neighborhood destination and "place". In this scenario, a more pedestrian-oriented environment would be advocated, similar to the South Town Village, however, the end goal is to provide convenience and access to area residents and not to compete or economically compete with the South Town Village.

## Key Design & Development Principles

- Ensure internal connections among individual parcels (e.g. shared access/egress, shared-use parking, pedestrian walks, and other aesthetic and functional elements that brings about a higher degree of connectivity.
- Ensure a high degree of connection (vehicular, pedestrian and bicycle) among the Crossroads and adjacent neighborhoods,
- Ensure proper screening and transition between Crossroads service areas and adjacent residential properties.
- Encourage design and development criteria that brings a greater sense of "place" through architectural style, materials and site arrangement.

- Encourage a consistent public realm streetscape design to bring a greater sense of cohesiveness among the development.
- Ensure pedestrian and bicycle corridors are integrated and connect to adjacent and area neighborhoods, parks, trail systems and public facilities.
- Delineate extent of Crossroads development area so as to deter land speculation in adjacent areas and focus development in a nodal pattern at the intersection.
- Develop design and development guidelines. Acknowledge that each Crossroads may provide different building prototypes, uses and architectural theme.

## Crossroads



## Aspiration

*Provide land use and format that accommodates a wide-range of development models to encourage commercial development around QCIA and in the area.*

### Preferred Uses

**Flex Corridor**
(Residential, Retail, Office, Public/Semi-Public & Light Industrial - Limited Height)

**Public/Semi-Public**

**Park & Open Space**

**Greenway Conservation Zone**

The South Moline Corridors is intended to provide a market-flexible development strategy to encourage retail, industrial/light industrial and other commercial uses to develop around QCIA.

# Character Area
## South Moline Corridors

As part of the QCIA Master Development Zone, the areas along 78th Avenue and Route 150 should be incorporated in any master planning efforts. Ultimately, development should not only provide goods and services for area residents, but support the significant employment and economic activity envisioned for QCIA.

The advantage of these corridors will be the visibility along higher volume traffic corridors, relative access to the Interstate system and proximity to QCIA. Challenges to these corridors may include limited parcel depths in some areas due to topographic conditions, flood zones, abandoned coal mines and noise and height limitations due to QCIA.

### Key Design & Development Principles

- Develop a detailed master plan that accounts for the QCIA Master Development Concept Plan. As part of the process, develop detailed setback and building criteria on a property-by-property basis that will delineate development restrictions for parcels.

- As part of the QCIA Master Development Concept Plan, work with QCIA and the FAA to detail "non-developable" areas on a parcel-by-parcel basis (Avigation No-Build Zones). Park land/open space would be the preferred use with activities and amenities developed in accordance with restrictions verified by QCIA and the FAA. The concept plan has conceptually identified this area, approximately south of 78th Avenue and west of Route 150 (southeast of QCIA).

- Ensure that development does not encroach on FAA height restrictions around QCIA. In some instances, this may require buildings to be developed away from roadway frontages, outside the height limitation contours. This should be evaluated in detail during the development review process.

- Design to promote sharing of common facilities (e.g. open spaces, parking, and primary points of access/egress).

- Develop design and development guidelines, in accordance with the future QCIA Master Development Concept Plan.

- Industrial, Office and Retail, if developed, should be integrated with a strong degree of internal vehicular and pedestrian connection. Access from site-to-site should not be solely dependent upon accessing the public roadway.

- Regardless of the development prototype, a cohesive and highly accessible streetscape and public realm needs to be required (e.g. landscaping, shared points of access/egress, monument signage, sidewalks, street and pedestrian lighting, etc).

- Ensure the appropriate rights-of-ways or easements required to accommodate all recommended mobility investments (e.g. pedestrian and bike trails along the roadway and Greenway Conservation Zone).

- Residential should be discouraged towards QCIA, however, higher to medium density residential may be acceptable further southeast along Route 150 near The South Town Village.

## South Moline Corridors

### *Aspiration*

*Promote a diverse range of residential product and price-points to further a diverse and dynamic series of neighborhoods. Encourage residential patterns to reinforce other character areas by promoting density that supports activity centers; identifiable neighborhoods, and; neighborhoods that respond to the natural landform of the area.*

## Preferred Uses

**Residential** (Densities Vary)

## Format

Promote the development of a variety of formats and environments that include:

Integrated and Transitional Residential (Lofts, flats, condominiums, town houses, apartment homes) - Refer to South Town Village Character Area.

Mixed Neighborhood (single and multi-family).

General Neighborhood (single family).

Conservation Neighborhood (master planned to provide a higher level of integration and sensitivity to natural landforms, compact infrastructure and other benefits).

Public/Semi-Public and Institutional uses are acceptable in the neighborhood fabric.

# Character Area

## Residential

Residential development within the area is envisioned to embrace a diversity of product, price points and styles. The intent is to offer "something for everyone" and drive a market-responsive mix of neighborhoods that are distinctive, interconnected and supports the goal for the Moline Airport South Development District as one of the most desirable live, work and play districts within the Quad Cities region.

## Key Design & Development Principles

- Encourage a diverse mix of residential product, unit types, densities and price-points.
- Create a rational pattern of density and accessibility with residential densities. Reinforce the concept plan by strategically promoting certain residential types and densities that support other character areas. Encourage more compact residential product near activity, transit and service centers (e.g. multifamily or compact single-family neighborhoods near the South Town Village and Crossroads, Conservation communities in physically secluded sites that responds to the natural landform and amenities).
- Provide a high degree of connectivity to, through and within residential neighborhoods. This includes neighborhood trails that connect parks; the regional trail system to the Rock River and north to downtown and the Mississippi River; public and recreation facilities adjacent neighborhoods, and: other character areas.
- Promote a "master planned" approach to neighborhood building, rather than a series of disconnected series of plats.
- Discourage the development of exceptionally large, estate lot residential development. Developments such as equestrian, homestead, lake or golf communities can be evaluated on a case-by case basis in regards to their benefit and contribution to the overall concept vision.

# Residential
## Integrated and Transitional

### Key Design & Development Principles

- **Integrated Residential:** Promote vertical integration of residential units in the South Town Village (e.g. lofts, flats, condominiums and apartment home above retail).

- **Transitional Residential:** Promote horizontal integration (residential adjacent to commercial) of residential units in the South Town Village and other areas that support activity centers and destinations (e.g. Crossroads and Office Campuses).

- Encourage the street network to be designed in a grid or modified grid configuration.

- For Transitional Residential, building styles, formats, sizes and site configuration should respond and support the adjacent character areas. For areas surrounding the South Town Village, desired formats will engage the public realm. Regardless of the unit structure, the key elements are 1) higher density: 2) reinforce the village environment by engaging the public realm (e.g. zero to minimal setbacks, individual unit entrances, porches and courtyards facing the public street, and 3) design and materials that reinforces the village environment.

- For Transitional Residential near Crossroads and Office Campuses, more flexibility in site arrangement may be considered to reflect a more ex-urban environment.

- Multifamily product such as apartment homes and complexes should be designed in a manner that contributes to the overall context and quality of the area to avoid a potential negative influence on adjacent properties.

**Residential**
Integrated
and
Transitional

### Preferred Uses

**Residential: Integrated**
High to Medium Density mix, vertically integrated into commercial structures.

**Residential: Transitional**
Higher Density, horizontally integrated adjacent to commercial.

**Residential Mixed Density Neighborhood**

## Preferred Uses

- **Residential** (Higher Density Mix)
- **Residential** (Higher to Medium Density Mix)
- **Residential** (Lower Density Mix)
- **Park & Open Space**
- **Greenway Conservation Zone**
- **School** (Potential Locations)
- **Public/Semi-Public**

## Residential
## Neighborhood - Mixed Density

The Mixed Density Neighborhood is another prototype that can provide a highly diverse and dynamic living environment. Often, these type of communities are master planned and have a strong adjacency to commercial support areas.

## Key Design & Development Principles

- Promote a diverse mix of density and product formats that offer "something for everyone".
- Encourage a diversity of product, styles, densities and price-points (e.g. apartment homes, row/town homes, attached single family, detached single family, assisted, retirement and senior living facilities).
- Advocate parks, open spaces, schools and institutions as integrated organizational elements in the neighborhood fabric.
- Encourage the street network to be designed in a grid or modified grid configuration.
- Encourage a consistent public realm streetscape design to bring a greater sense of cohesiveness among the neighborhood.
- Ensure a high degree of connection (vehicular, pedestrian and bicycle) among adjacent neighborhoods and other character areas.

## Residential
## Neighborhood - Lower Density

The Lower Density Neighborhood is intended to provide areas, primarily for single family residential (attached and detached product prototypes).

### Key Design & Development Principles

- Allow for a diversity of single family densities, lot sizes and product styles.
- Advocate parks, open spaces, schools and institutions as integrated organizational elements in the neighborhood fabric.
- Encourage the street network to be designed in a grid or modified grid configuration when feasible. More flexibility for neighborhoods should be accommodated to respond to the landform and natural features.
- Encourage a consistent public realm streetscape design to bring a greater sense of cohesiveness among the neighborhood.
- Ensure a high degree of connection (vehicular, pedestrian and bicycle) among adjacent neighborhoods and other character areas.

**Residential Lower Density Neighborhood**

### Preferred Uses

- **Residential** (Lower Density Mix)
- **Park & Open Space**
- **Greenway Conservation Zone**
- **School** (Potential Locations)
- **Public/Semi-Public**

**Residential Conservation Community Neighborhood**

## Preferred Uses

**Residential** (Lower Density Mix)

**Park & Open Space**

**Greenway Conservation Zone**

## Residential
## Conservation Community

The Conservation Community presents another residential development prototype. Conservation communities are envisioned as compact neighborhoods that are clustered around open spaces and attempt to have the least impact on the landform and natural assets of the area.

## Key Design & Development Principles

- "Cluster" residential provide generous amounts of parkland, open spaces and natural areas.
- Street networks that are "contoured' and respond to existing grades and "contoured" to preserve vegetation, natural drainage ways and other environmental assets.
- Connect internal conservation "pods" with neighborhood trails that also link with area-wide trails.
- Promote environmentally sensitive and "green" building practices. Conservation Communities may present the opportunity to offer , package or provide assistance in securing various incentives for energy efficient and environmentally sensitive development practices (e.g. Geothermal heating and other alternative energy systems, additional green and open spaces, bio swales and other environmentally-focused investments).
- Encourage Conservation Community development in the most environmentally sensitive areas (e.g. along established natural corridors and areas with significant natural resources to be protected).
- In some instances, a higher density format may be considered. This is anticipated for development parcels that are somewhat limited, due to their setting (e.g. limited due to preservation of woodland areas, Greenway Conservations Zones, unique topographic conditions, abandoned coal mines and other potential factors).

## Residential
## Comprehensive Plan Conservation
(As Identified in the Comprehensive Plan: 2001)

As a recommendation of the Comprehensive Plan, the current residential enclave along the Rock River is not expected to expand or intensify and efforts to reduce or eliminate repetitive flood damages would be consistent with state and federal programs.

Located in flood-prone areas (as identified by the Comprehensive Plan), the area is isolated and separated by the Interstate system and QCIA from the rest of the area.

At the time of this planning initiative, there are no known acquisition or relocation strategies that are being pursued. Residential may remain as an existing use.

### Key Design & Development Principles

- Given the history of flooding in the area along the Rock River, the approach is not to approve new residential development in the area.
- Over time, if the area becomes vacated by residential, the concept plan recommends the area be mitigated and returned to a more natural environment and river habitat.
- Pursue partnerships with such agencies as the Department of Natural Resources, Parks and Recreation leadership and others to develop an area-wide mitigation plan.
- Consider designation of the area as a "Conservation Zone". Determine if the area is appropriate for public access (e.g. trails, nature park or environmental interpretive area).

**Residential Conservation**

### Preferred Uses

**Park & Open Space**

**Greenway Conservation Zone**

**Residential Conservation**
(Existing Along Rock River)

### *Aspiration*

*Promote community facilities and activity centers that support area residents; further the objectives of the City of Moline to provide services; further educational goals and responsibilities; promote the health and welfare of the community, and; add value for long-range strategic development.*

## Preferred Uses

**Public/Semi-Public**

## Format

Integrate with a high degree of accessibility and connectivity among neighborhoods, activity centers or parks.

# Community-Oriented Facilities

Public, semi-public, civic facilities and institutions all add to the complete environment and strengthen the sense of "place". These facilities will come in a variety of forms, serve different functions, contribute to sound neighborhoods and a place to conduct business.

It is not the intent of the plan to specifically recommend the "how many" and "when" for these types of uses. Development of these facilities will come about based on a myriad of criteria and conditions. The intent, however, is to provide general principles to consider as the Moline Airport South Development District incrementally develops and to ensure these opportunities are discussed and accommodated – if and when they become realities.

## Key Design & Development Principles

- Ensure that when public safety facilities are required and site evaluations are conducted, the goals and aspirations of this plan are considered. This includes evaluation of public-safety (e.g. fire and police) sites in areas such as the South Town Village or Crossroads to reinforce the sense of density, destination and community. For other locations, evaluate sites that have minimal impact to woodland areas and adverse topography to mitigate intrusion of the natural environment.

- Work with QCIA to investigate public safety facility opportunities within the QCIA Master Development Zone or on airport property. Consider evaluating feasibility on alternatives for shared-use fire station/emergency response station; adaptive reuse of under utilized structures, and; new facility on under-utilized property.

- Work with public safety leadership (e.g. police, fire, emergency response, etc.) to evaluate facility needs and site selection criteria. Revise long-range planning as development initiatives are undertaken within the area.

- Once determined that public safety and/or community/recreational facilities need to be addressed, undertake a site selection process to secure land.

- Explore educational facilities as part of the accessibility and amenity aspirations of the plan. Consider and evaluate locations near the South Town Village, Crossroads or as part of an integrated design with community and neighborhood parks. The city should pursue discussions with the school educators and administrators, parks and recreation staff and the private sector to strategically analyze the best solutions for safe environments that further the development goals of the area. Utilize schools as an organizing element for neighborhoods and destination areas.

- Pursue a dialogue with library leadership to determine their long-range planning goals and explore the opportunities for integration into the development aspirations of the plan. Explore opportunities to locate library facilities as an integrated component of the South Town Village or community parks. Utilize library facilities as an organizing element for neighborhoods and destination areas.

- Pursue a dialogue with parks and recreation leadership to determine their long-range planning goals. Explore strategic opportunities to integrate community parks with future investments such as community/recreation centers, interpretive centers, pools and other facilities.

- Encourage private, secular, religious and other facilities to be integrated within the neighborhood fabric and activity centers as another element of destination.

- Regardless of the final location, ensure a high degree of pedestrian and bicycle connectivity between public facilities, parks and open spaces, neighborhoods, and area destinations

## Community-Oriented Facilities

### *Aspiration*

*Promote recreational, fitness and community amenities that accommodate a wide-range of experiences. Consider park location, design and context to provide a catalyst for private development as well as the public/semi-public facilities.*

## Preferred Uses

**Park & Open Space**

**Greenway Conservation Zone**

**Public/Semi-Public**

## Format

Parks (Regional, local and neighborhood that provide a hierarchy of uses and activities).

Detailed park location and site evaluation should address a variety of multi-functional aspects such as natural resource protection; storm drainage and detention; integration for trails, trail heads, playgrounds, active and passive spaces, and how they "fit" as an organizational element in context with the development framework.

# Parks & Open Space

The aspiration of the plan is to provide a park and open space framework that serves the recreational and wellness benefits for the community as a whole. In addition, a cohesive framework of parks, open spaces and natural areas will provide the network that brings about a greater value for potential development and integrate all aspects of the area in a comprehensive manner (refer to Figure 10).

Development of parks will contribute to the overall vitality and vibrancy of the area. Engage Parks and recreation leadership to reinforce established goals and refine long-range strategies to coordinate with this concept plan.

## Key Design & Development Principles

- Preservation and enhancement of the golf course and the forest preserve as a key or signature feature for the area, as well as trial access to the forest preserve.
- Encourage public/semi-public/civic uses as part of an overall park investment (depending on location and scale).
- Consider parks adjacent to new school investments.
- Continually assess needs as the area grows to determine detailed programs for facilities and amenities. Consider a defined hierarchy of parks at the regional, local and neighborhood level.
- Assess dedication standards to ensure they meet the aspirations and vision of this plan.
- Consider the development of a regional park that serves the area and the Moline community as a major destination.
- Ensure that neighborhood parks are developed to provide open space and as an organizing element for development. Evaluate and confirm that current city dedication standards for parks are adequate. Ensure trail connectivity among parks, neighborhoods, the regional trail, community facilities and destination areas.

- Pursue a dialogue with Parks and Recreation leadership and staff to determine any modifications to established long-range plans and goals. Consider integrating with other development such as community/recreation center, library or schools.

- Pursue the development of area parks that serves area residents.

- Promote neighborhood parks as part of residential development projects with the private sector.

## Parks & Open Space

*Illustrative Example: Regional Park*

**ASPIRATION**

*Preserve, protect and enhance natural resources in the area. Encourage development to have limited encroachment on established woodlands, stream corridors and areas of adverse topography. Utilize these areas as natural buffers between non-compatible uses and trail corridors.*

## PREFERRED USES

**GREENWAY CONSERVATION ZONE**

**PARK & OPEN SPACE**

## FORMAT

Preserve a unified corridor in its natural state with minimal disruption. Utilize the corridor as an amenity to help guide, shape and bring value to development initiatives. Allow the periphery of the natural corridor to develop community trails, parks, environmental education and other low-intensive activities.

# GREENWAY CONSERVATION ZONE

The streams and drainage ways within the area provide the framework for an open space or "Environmental Conservation Zone" that preserves natural vegetation, habitat, storm water systems and protects natural assets from encroachment by development into potentially hazardous areas.

## KEY DESIGN & DEVELOPMENT PRINCIPLES

- Pursue a detailed delineation of the Greenway Conservation Zone and development criteria for development that is adjacent to the zone. Review and make refinements (if needed) to the existing zoning code that addresses development in environmentally sensitive areas (e.g. flood zone, natural hazards, existing vegetation boundaries, tree preservation, adverse topography and geological conditions and other conditions (refer to figure 10).

- Utilize corridor to develop trails and other low intensive, publicly accessed interpretive and educational features.

- Incorporate into long-range Parks Master Plan. Refine as required to integrate as development activities become prevalent in the area.

# Trails

Trails provide a variety of benefits such as access, fitness, socialization, engage the natural environment and connect people to places they want to be.

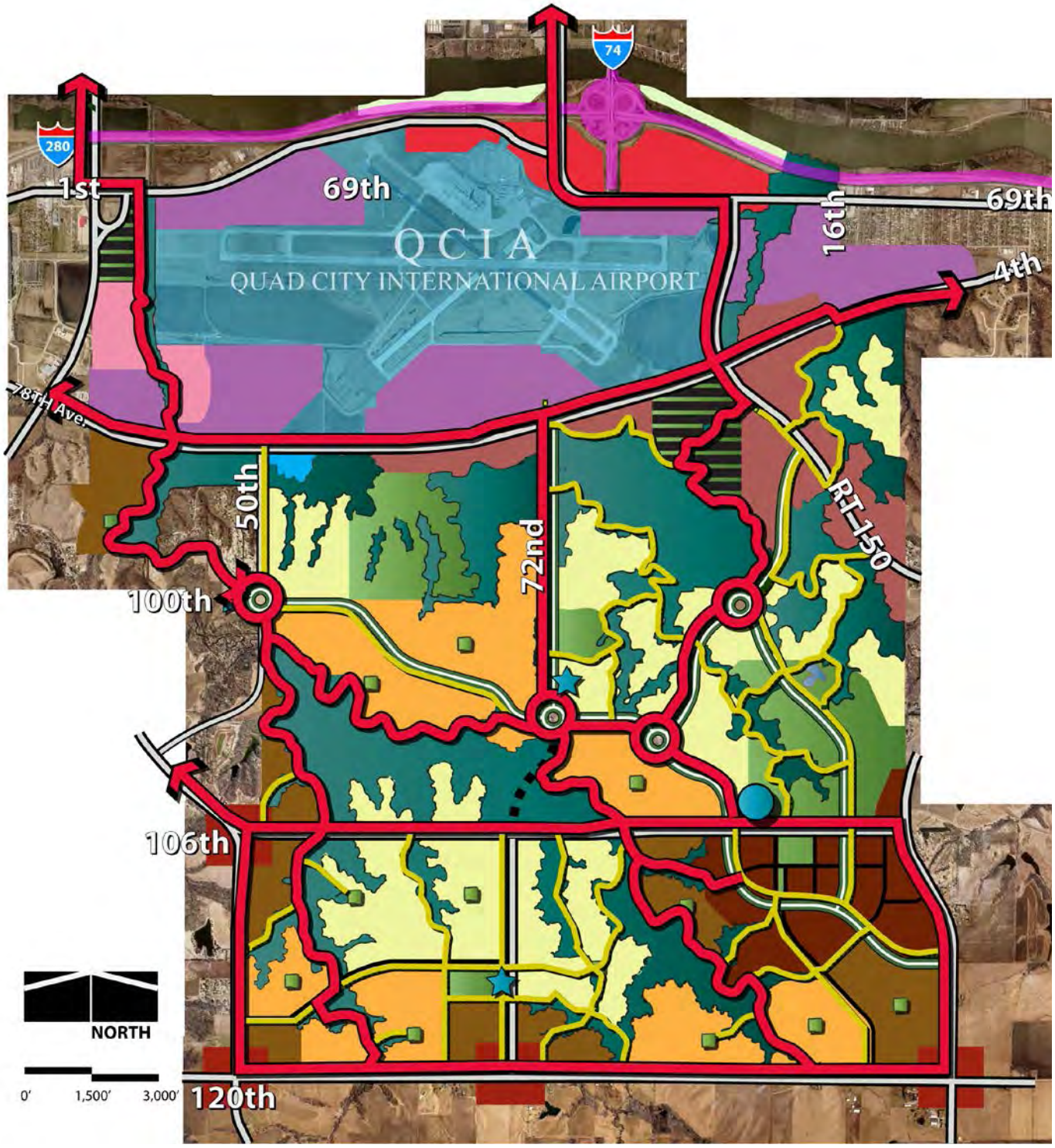
## Key Design & Development Principles

- Develop a north-to-south regional trail or "spine" that extends the River to River concept over the Rock River and south to 120th Avenue **(refer to Figure 10).**
- Expand on trail spine east-to-west along major traffic corridors (78th , 106th and 120th Avenues).
- Promote local trails as development occurs that link character areas, destinations, activity centers and neighborhoods.
- Promote internal trail network in and between neighborhoods that connect to local and regional trails.
- Encourage additional rights-of-way for major arterials to be developed in the area so that off-street trails can be developed. In addition, consider roadway standards that accommodate on-street bicycle lanes for major and minor arterials.
- Incorporate and expand upon the Moline Bikeway Plan's Bikeway Plan

### *Aspiration*

*Ensure a higher degree of connectivity among all character areas and neighborhoods throughout the area. Accommodate pedestrian and bicycle access (on and off-street) that provides enhanced mobility, health and fitness for area residents.*

# Parks, Open Space & Trails Framework  Figure 10




**Park & Open Space**

**Greenway Conservation Zone**

**Primary Trail - Regional Mobility**

**Secondary Trail - Local Mobility**
Final Locations should be determined with roadway investments as well as final development plans with the private sector.

# 06

# INFRASTRUCTURE

## INTRODUCTION

*A cohesive framework of infrastructure will provide the network that brings about development in a more cohesive manner. The Moline Airport South District Development Plan addresses circulation and utilities.*

*The plan addressees circulation at a conceptual level to provide general guidance for vehicular mobility, pedestrian and bicycle systems that reinforce the long-range aspirations and goals of the plan.*

ARROW HEAD
RANCH
OAK GLEN
HOME

# Circulation Framework

The intent of the circulation framework is to provide a general outline on how mobility systems can reinforce the land use and development framework, build-upon existing plans and initiatives of the area and outline general locations and characteristics of the primary street network for the Moline Airport South Development District **(refer to Figure 11).**

Vehicular modes of transportation, predominantly the personal automobile, have long been the preferred mode of travel in the United States. The area of Moline south of the Rock River provides the opportunity to develop a comprehensive mobility network and a hierarchy of streets that can shape and guide development.

The vehicular framework for the Airport South District will focus on roadway design that should promote flexible standards and adapts to the surrounding physical context and desired development patterns. Such a system will promote local character, identity, multi-modal connectivity and a cohesive network that will allow people to move to, through and within the area.

A major component for all new roadway investments will be implementing the concept of "Complete Streets". A complete street refers to a mobility framework which accommodates all measures of mobility from vehicles, bicycles, pedestrians and public transit. Designs for all roadway investments should be guided by "context sensitive" practices, implementing the appropriate standard that reinforces the desired development framework.

While all these components of transportation may not be present in every street, a comprehensive multi-modal system will allow choices to reach destinations. At a minimum, all roadway facilities should accommodate the pedestrian with sidewalks and accessible curb-cuts. For some roadway facilities, features may include (or combinations of):

- More generous sidewalk widths , wider shoulders and landscape separation from the curb to sidewalk.
- On-street bicycle lanes.
- Off-street multi-use trails for the pedestrian and bicyclist.
- Enhanced crosswalks, bus pullouts and curb extensions at intersections that define on-street parking.
- Landscape medians.
- Citizens should be afforded a greater opportunity to walk, utilize public transit, bike that will encourage community health, fitness and lessen congestion from the personal automobile.

## Key Circulation Facilities:

- Highway
- Major Arterial
- Minor Arterial
- Collector
- Parkway

## Key Circulation Principles

- Maintain and enhance established roadway corridors and use them as the foundation for organizing new facilities in the area.

- For future roadway facilities, integrate the pedestrian and bicycle trail circulation framework. This includes evaluating each investment to determine if the roadway should and can accommodate parallel trail investments. This may impact roadway design for on-street trail designation and additional rights-of-ways and design enhancements for off-street trails.

- For the primary street network (major and minor arterials), provide defined and direct access north to south and east to west to the best degree possible.

- Evaluate natural landform and natural vegetation to preserve (to the best extent) the natural assets of the area when implementing roadways.

- Provide safe and defined pedestrian and bicycle access across when or if bridges or overpasses are required.

- Develop a defined hierarchy of local streets that limits traffic through neighborhoods.

- Incorporate public transit plans as a circulation component in the infrastructure framework. Pursue transit investments that link employment and commercial centers of the area with the greater community and region.

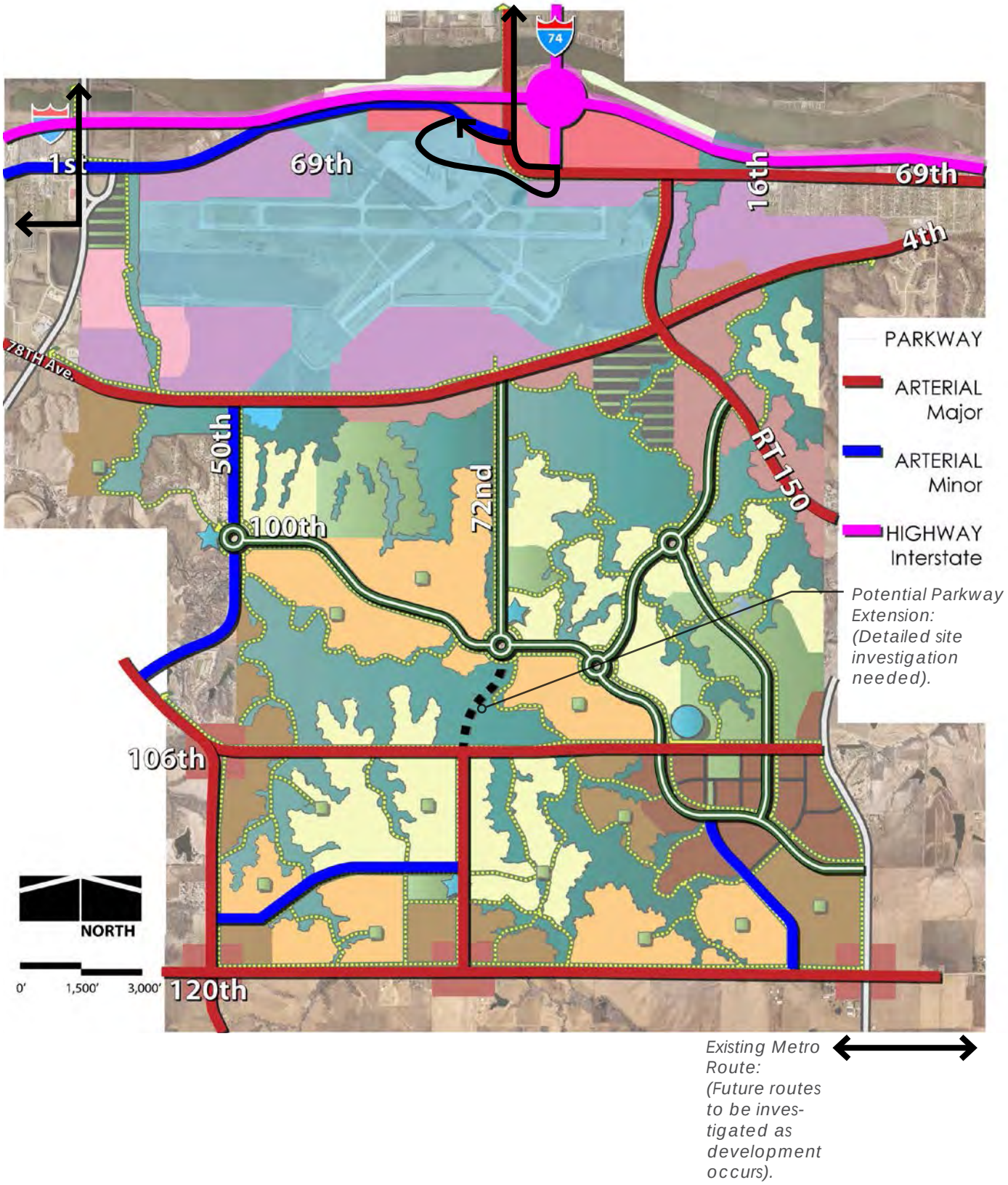
- Investigate the feasibility of a Bus Rapid transit System (BRT) that can provide an alternative mode of mobility. Utilize buses, specialized buses or trolleys on dedicated roadways or lanes to provide access between destinations. The advantages of a BRT system is that it provides a greater amount of flexibility and adaptability to meet regional, city-wide and localized transit demands.

- For the South Town Village, accommodate a roadway system that will allow for on-street parking on streets within the district.

- Pursue higher amenity roadways, such as parkways that creates a higher aesthetic and builds greater value. The amenity may include such features as enhanced landscaping in the rights-of way; landscape median; generous sidewalks and/or trail corridor; distinctive lighting and traffic signal standards; roundabouts; limited curb-cuts, and; gateway or public art elements.

- At key intersections, allow the appropriate area to construct gateway features.

- Utilize context sensitive design principles to achieve the above.


74
1st
69th
16th
69th
4th
78TH Ave.
50th
100th
72nd
RT 150
106th
120th
PARKWAY
ARTERIAL Major
ARTERIAL Minor
HIGHWAY Interstate
Potential Parkway Extension: (Detailed site investigation needed).
NORTH
0'
1,500'
3,000'
Existing Metro Route: (Future routes to be investigated as development occurs).

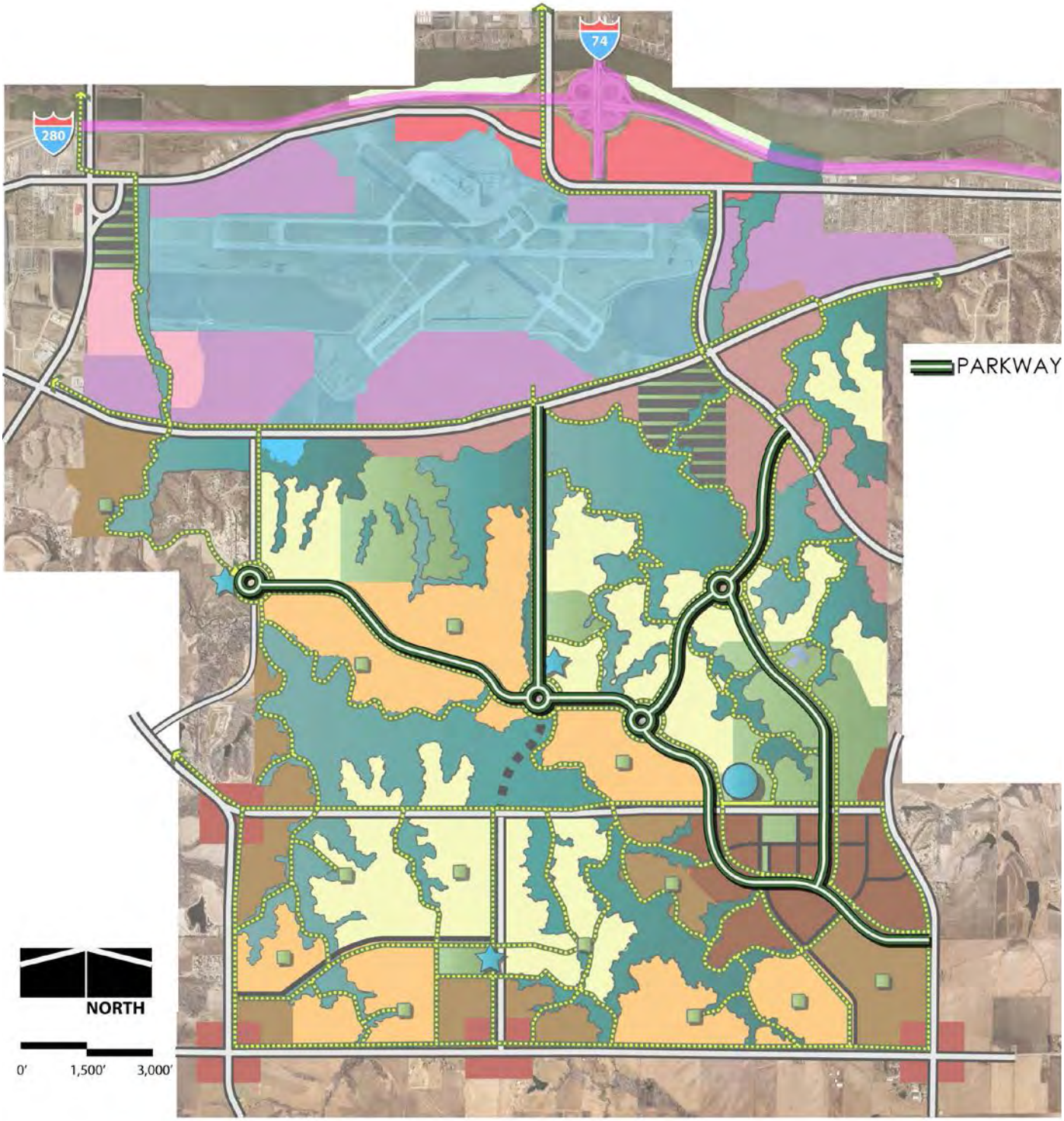
## Parkways

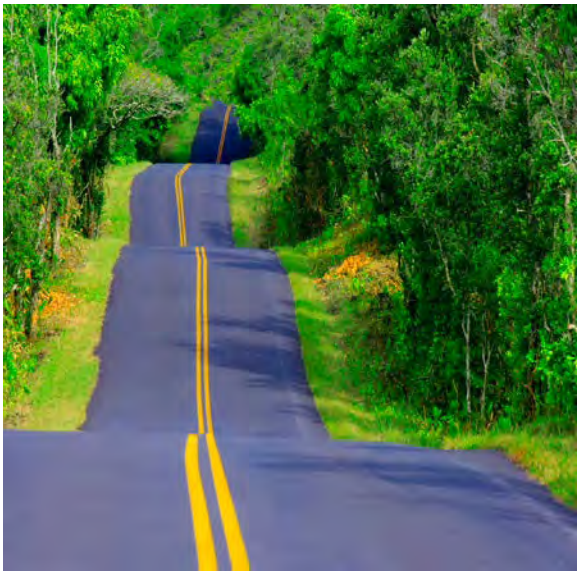
Parkways are intended to provide a higher amenity roadway and experience. The goal of the parkway concept is to build additional value along parkway corridors to encourage quality development; integrate and celebrate the area's natural assets, and; provide a visually defined system that better enhances wayfinding among destinations in the area **(refer to Figure 12).**

## Key Parkway Principles

- Parkways should link parks and recreation facilities, schools and activity centers/destinations.
- Parkways should take advantage of scenic, attractive natural areas.
- Parkways may have a landscape median.
- Parkways should have the adequate rights–of-ways to accommodate sidewalks, off-street pedestrian and bicycle trails.
- Overhead utility lines along Parkways are strongly discouraged.
- Special intersection treatment at intersections where parkways intersect. This may include round-a-bouts, public art, enhanced paving treatment and pedestrian crossing features, water features, gateway elements, ornamental landscape and planting or other design treatments that highlight the intersection.
- Implement a consistent vehicular and pedestrian lighting standard, distinctive to the parkway system.
- Implement a consistent landscape design for the parkway system.
- Integrate landscape and storm water management practices that may include drainage swales, water detention/filtration areas and other innovative concepts that provide an aesthetic element as well as reducing and filtering pollutants, reducing erosion and runoff.
- Utilize context sensitive design principles.

# FIGURE 12 PARKWAYS FRAMEWORK





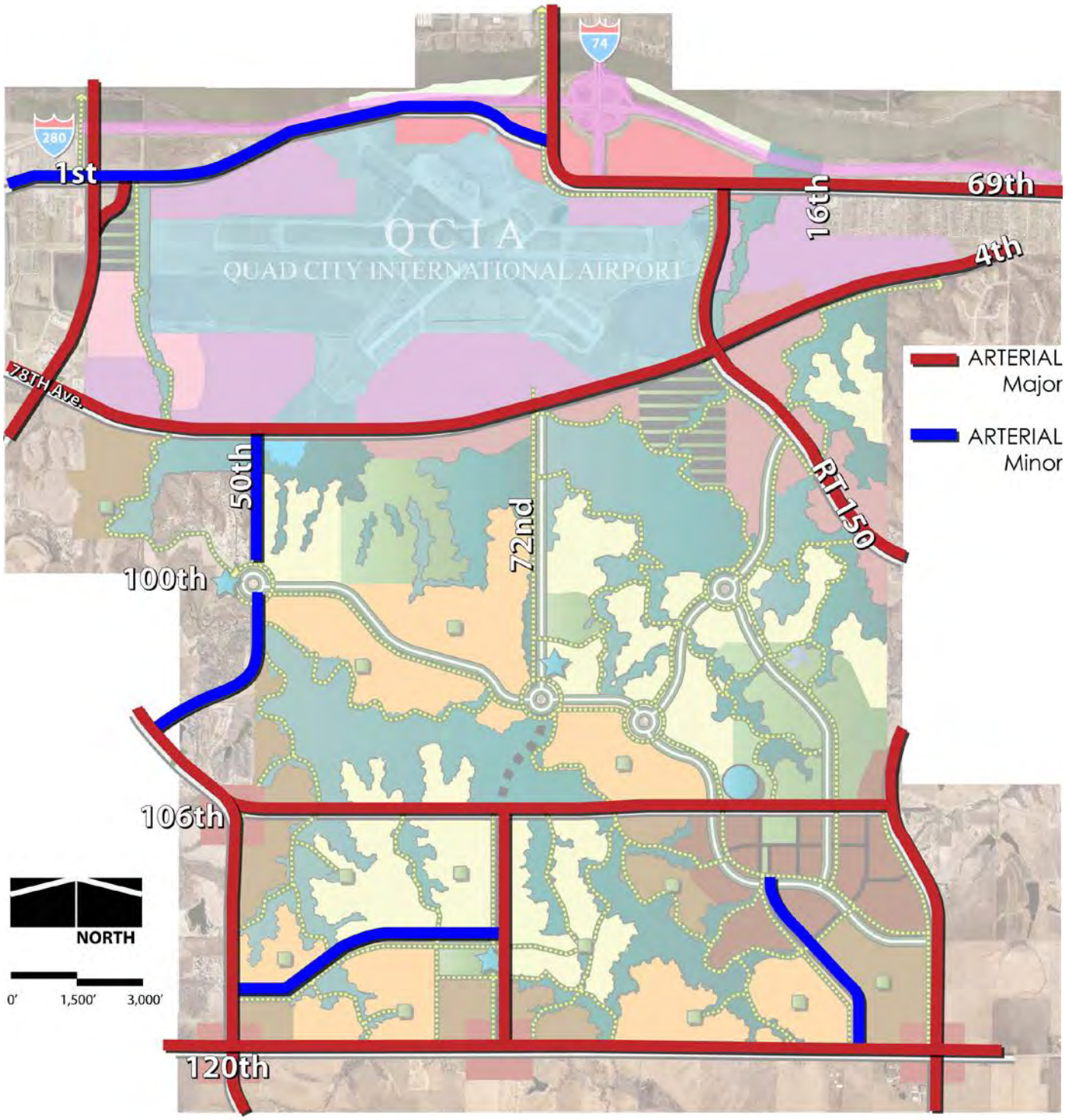
## Major & Minor Arterials

Major and Minor Arterials are Higher capacity roadway facilities and link areas of destinations **(refer to Figure 13).**

### Key Major and Minor Arterial Principles

- Developed in accordance with adopted standards and practices of Moline.
- Provide sidewalks.
- Provide appropriate vehicular and pedestrian lighting.
- Accommodate pedestrian and bicycle trail (if the trail alignment requires a parallel alignment to further the mobility and connectivity master plan of the area).
- Allow on-street parking for development types that will be developed in a pedestrian-oriented manner. Modifications at that time should include features such as on-street parking; large sidewalks along the street edge; street trees, enriched landscape and streetscape amenities along the street edge, and; other design elements that are conducive to the pedestrian-oriented environment.
- Utilize context sensitive design principles to achieve the above.

# Figure 13 Arterials Framework



## Neighborhood/Local Streets

Neighborhood/Local street systems are intended to serve the individual neighborhood environment. These typically will be lower-speed facilities that will feed into the system of parkways, major and minor arterials. The design of neighborhood/local streets will be primarily driven by the development use mix and environment that they support.

### Key Neighborhood/Local Street Principles:

- Developed in accordance with adopted standards and practices of the City of Moline.
- Require sidewalks along neighborhood streets, especially in neighborhoods of higher density mix and adjacent to activity centers.
- Encourage on-street, parallel parking to service neighborhoods and provide a measure of traffic-calming.
- Consider curb extensions for neighborhood streets when they intersect parkways, major and minor arterials to provide a measure of traffic calming, accommodate landscaping, gateways and reduce pedestrian crossing widths.
- Design in a manner that balances the vehicle, pedestrian and bicyclists.
- Encourage street trees along neighborhood streets.
- Encourage neighborhood amenities (gateways, ornamental landscaping) at key intersections within neighborhoods.
- Utilize context sensitive design principles to achieve the above.

# Utilities

Utility service for the Moline Airport South Development District will direct development and accommodate growth for the area. The intent of this section is to provide broad-based goals that can be further refined in follow-up initiatives and policies.

## Key Utility Principles:

- Develop and adopt a best-practice management policy that ensures the highest degree of resource management approaches. Develop a utilities master plan prior to anticipate development within the area.

- Promote the practice of utility lines to be underground. Pursue a dialogue and develop coordination and communication procedures with public utility agencies and private sector service providers to locate utility lines underground.

- Ensure that domestic water supply is of the highest quantity and quality for public consumption. Coordinate design and installation with the fire department leadership and engineers to ensure availability and capacity requirements.

- Promote water conservation practices.

- Develop a storm water master plan prior to development within the area.

- Promote a Best Management Practices for storm water systems and mitigate the need for extensive underground pipes.

- Promote storm water management systems that conveys flows in surface swales to the greatest extent possible. Consider practices that may include drainage swales, water detention/filtration areas and other innovative concepts that provide an aesthetic element as well as reducing and filtering pollutants, reducing erosion and runoff.

- Evaluate the need for future Public Works facility in the area,

In additional input from Public Works Staff, additional principals include:

- Utilities are recommended be placed in the unpaved portions of R.O.W. that are dedicated for roads that will serve the development, which is current City practice. Bluff utilities should be located to best serve the needs of the actual development and long-term maintenance requirements. The water and sewer utilities need to be accessible to allow new service lines to be connected and to support ongoing maintenance. It is also desirable to avoid inordinately long and/or difficult to access service lines.

***Water System needs below the Bluff:***

- Ground storage tank & pump station at el 650' to 700'. Current thinking is this could be situated at a point midway up "radar road" hill.

- Transmission main(s) connecting the existing water system to the ground storage/pump station.

- The proposed water main loop associated with the former Case Creek Trails development. This is not necessarily needed immediately, but will provide enhanced supply redundancy to the ground storage and pump station.

- Rehabilitation or replacement of west Rock River crossing. This is not needed immediately and will be budgeted in future Water CIP.

***Water System needs on the Bluff:***

- Elevated storage with overflow at el. 855'. This component likely needs to be reassessed and alternatives identified, as the size of the development area is smaller than that originally envisioned and it does not include the proposed location of the elevated tank.

- A looped grid of larger water mains to provide redundant supply.

- Smaller diameter water mains situated to serve end users

***Sewer System needs below the Bluff:***

- Upgrade one or both of the existing pump stations that transport wastewater under the Rock River.

- Upgrade one or both of the existing river crossing sewer mains that transport wastewater under the Rock River

- Collection system upgrades may be required, depending upon the ultimate load and pump station choices

- The proposed sewer infrastructure associated with the former Case Creek Trails development will likely be needed, in addition to river crossing improvements

- Sewer mains to connect bluff area to existing sewer system.

***Sewer System needs on Bluff:***

- Collection system to meet needs of development.
- Mains to transport wastewater down the slope to selected interconnections to existing system.
- Take advantage of topography.

# 07

# IMPLEMENTATION

## INTRODUCTION

*The Implementation Framework is intended to provide a resource for a variety of stakeholders to actively pursue development initiatives, pursue partnerships, seek funding opportunities and respond to opportunities as they present themselves.*

*For the Moline Airport South Development District, implementation must allow for a measure of flexibility in order to respond to ever-changing market conditions, however, should consistently be evaluated in regards to an investments benefit in furthering the aspirations of the Concept Plan.*

*Responsibilities, roles, timing and financial resources will vary. Some actions may be pursued in the short term, while other efforts will evolve through a long-term and incremental manner.*

*The Implementation Framework outlines broad-based critical actions that will assist those in the community-building realm in the decision-making process to further the vision of the Moline Airport South Development District.*

To understand the economic dynamics influencing the area, an in-depth market analysis was performed at both the Micro and Macro Levels for the City of Moline. The combined perspectives, while challenging in the current economic environment, paint a picture of a thriving, prosperous, and successful Moline; if the correct partnerships are established and maintained. The following compliments the formal market study by focusing exclusively on airport economic development and economic development strategies.

# Airport Development Perspective

Airports are increasingly being viewed as catalysts for local economic development as business markets across the country become national and international in scale; the Quad Cities International Airport is no exception. Their ability to generate jobs and attract new business is being used as a justification for public investments in new airport construction and expansion. Anticipation of new business activity also calls for appropriate land planning. Yet few types of economic development have been as poorly predicted as development around airports.

At some airports, large tracts of surrounding land reserved for development have remained vacant for decades. Unforeseen rapid development around other airports has saturated the area and choked area roads with traffic. In some cases, the area around a new airport has had both situations occur over a period of 25 years or more.

Redevelopment strategies will need to address four categories of location relative to the Quad Cities International Airport. The groupings are:

- At airport.
- Adjacent to the airport.
- Vicinity of the airport or along a corridor easily accessible to the airport.
- Elsewhere in the metropolitan area or region.

Each has different characteristics of airport-related business and different timing of development. We can relate these characteristics to explanatory factors including airport requirements, the regional economy, and local transportation access and land markets.

## A. At the Airport

For the Quad Cities International Airport, like all airports, employment depends on the volume of aviation activity at the airport, which is determined not only by the population of the region it serves, but also by the airport's air service function.

The number of commercial flights and the mix of locations served by them defines whether the airport functions as an:

- Intercontinental gateway.
- International (same continent) gateway.
- Regional transfer hub,
- Local origin/destination point,
- Specialized air cargo distribution center, or;
- Overnight parcel hub.

Employment and related activity associated with airport operations includes:

- Airlines.
- Aircraft support services.
- Passenger services (including restaurants, shops and desks for car rental and ground transport).
- Air freight services and government activities (including immigration).

The correlation between passenger volume and airport employment is an essential link and establishes the basis for many business attraction and economic development activities.

## B. Adjacent to the Airport

Activities immediately adjacent to commercial airports typically include:

- Services directly supporting operation of the airport (flight kitchens, aircraft maintenance services),
- Services for airline employees and passengers (hotels, restaurants and additional car rental facilities), and
- Airport-related freight services (shipping, freight forwarding, customs and sometimes a foreign trade zone).

These types of activities are often located on adjacent land reserved for such uses. They typically start within a year of airport opening. While this is not the direct case for the Quad Cities International Airport , each of these three types of activities, the employment level is directly proportional to the corresponding magnitude of the airport function as an aircraft servicing center, a passenger flight endpoint, or a freight origin or destination.

## C. Vicinity of the Airport and Airport Access Corridor

In most cities, we have found that the greatest concentration of business activity around an airport is within 4 miles of the airport, or along an access corridor within 15 minutes of the airport. Developments in these areas are either “spin-off industries” or “attracted businesses.”

Spin-off industries include gas stations, lodging and housing for airport workers, and retail serving them. These activities grow directly with airport activity levels, although they often take 5 to 10 years after airport opening to fully develop. However, the Quad Cities International Airport, with dedicated and focused leadership could achieve development much faster.

Attracted businesses are businesses that do not rely directly on the airport for their operation, but which value location near an airport because of its prestige, air services and or accessibility of location for visiting customers and employees coming by air. There are some similarities, but also significant differences, in the overall mix of business activity attracted to the areas surrounding specific airports. In common among airports are high concentrations of air transport services, freight forwarding, warehousing and high-tech oriented businesses with products having a high value-to-weight ratio (e.g., electronics, optics and measuring instruments).

There is data that contrasts the mix of businesses in the areas surrounding many airports; it shows relatively constant proportions of employment in transport and warehousing activities, but wide variation in the relative levels of manufacturing and service industries. Still, we believe these differences can be explained by differences in the regional economy and airport location.

Additional information on US airports coupled with our own extensive development experience suggest that employment growth within 4 miles of airports can be two to five times faster than in the suburban ring of the metropolitan area in which they are located. As a result, we can classify business activities by the extent to which they are disproportionately attracted to, and concentrated in, the vicinity of airports. The attraction of business activity and land development to the vicinity of airports may take 5 to 20 years (or more) to develop. The timing and magnitude depend not only on airport and air service attributes, but also on factors of local access, metropolitan economic characteristics and land development patterns.

## D. Elsewhere in the Metropolitan Area

New or expanded airports can have several different types of effects on business activity in the rest of the metropolitan area or region, each of which must be appropriately handled in any accounting of overall regional impacts. However, this specific type of analysis as it relates to the Quad Cities International Airport is beyond the scope of this review and would constitute and separate analysis all together. Should there be a significant expansion or redevelopment of QCIA, it may be desirable to conduct such an analysis as mentioned above.

# Economic Development Strategies

Regardless of the development scenarios, there are several important elements to consider in order to successfully develop the area. Successful development can occur if:

- A structured and supportive Public-Private Partnership (PPP) is developed.
- Adequate financing is made available.
- Aggressive incentives that are competitive with surrounding municipalities are offered.
- Federal and State partnerships.
- Partnerships with Milan and Coal Valley.

## Public-Private Partnership

The present global economic and financial crisis has generated challenges at all levels of economic policy decisions. Local governments in particular face an urgent need to act strategically on many different fronts. As a result, economic development at the local level has dropped significantly, thus increasing the importance of governmental intervention and a reliance on public-private partnerships. A true public-private partnership will need to be established to accomplish the future vision for development of the Moline Airport South District.

A public-private partnership is a contractual agreement between a public agency (federal, state or local) and a private sector entity. The talents and resources of each sector (public and private) are shared in delivering a service or facility for the benefit of the general public. In addition to the sharing of resources, each party shares in the potential risks and rewards in the delivery of the service and/or facility.

Today, public/private partnerships are considered "creative alliances" formed between a government entity and private developers to achieve a common purpose. However, other actors have joined such partnerships-including nongovernmental institutions, such as health care providers and educational intuitions; nonprofit associations, such as community-based organizations; intermediary groups, such as business improvement district. Citizens and neighborhood groups have a stake in the process. The Quad Cities International Airport should seek a qualified, well funded private partner(s) to develop areas within the proposed QCIA Master Development Zone.

A partnership is a process, not a product. Successful navigation through the process results in net benefits for all parties. The public sector can leverage and maximize public assets and increase control over the development process to create a vibrant built environment. Private sector entities can receive more support throughout the development process and have more certainty about approvals, timing, and acceptable and profitable outcomes. For public-private partnerships to be successful, six elements must be in place.

**First**, the political environment must be supportive of the PPP. Elected leaders and public sector staff must be completely devoted to the project, and the governmental body's statutes, ordinances, and regulations must permit and encourage the components of the PPP.

**Second**, the public sector partner must remain dedicated and sincerely involved in the project over time. The public sector partner should not just initiate the project and then fail to follow-up with or supervise the private sector partner.

**Third**, a comprehensive contract should be drafted at the outset, clearly stating the expectations each partner has of the other, including tasks, time lines, and financial considerations.

**Fourth**, an income stream to make sure that the private sector partner receives a fair return on its investment has to be present.

**Fifth**, there must be support from other stakeholders in the community.

**Finally**, public sector entities should pick partners carefully. Much more should go into selecting a partner than who submits the lowest bid or will return the most revenue to the private sector; specific experience and qualifications to perform the work in question are just as, if not more, important.

In this case there are two separate and distinct formations that could occur to achieve the goals and objectives outlined in the Moline South Airport District Plan. The first arrangement is to enter into an agreement with a master developer for the development and redevelopment of the proposed QCIA Master Development Zone.

Under this umbrella, the master developer serves in a fiduciary role exclusively to the public sector partner. The master developer, on behalf of the owners (the public partner) performs all of the necessary tasks designed to seek qualified developer(s) to develop the site.

In some cases, it may be one developer who takes the responsibility to develop the site or many different developers to develop various sites within the overall targeted area.

The second arrangement, a tighter "creative alliance," is a more direct form of a public-private partnership. In this case, this master developer agreement or process requires applying far more effort and skill to weighing, and then balancing, the interest of both the public and private interests to minimize misunderstanding.

The level of complexity is a function of what is being developed and the amount of risk each party is willing to take. For example, some arrangements use the typical design-build arrangement, while others prefer the Design-Build-Finance-Operate-Maintain-Transfer arrangement.

The number of combinations and permutations of potential deal structures are endless, the important thing to remember in crafting an agreement is to fashion a union that takes full advantage of the strengths of each partner.

## Financing

The current financial environment is challenging at best and will require creativity to finance residential and commercial real estate deals within and around the Moline South Airport District.

To be sure, virtually every major economic index with respect to the residential and commercial real estate market point to a long and slow recovery as a result of the current recession. Thus, identifying potential financing solutions is important now and in the future. The choice and structure of a potential financing structure is varied and complex and depends on what type of master developer arrangement is selected.

For example, project feasibility is the process by which developers and investors assess the economic viability of a prospective office development before they commit to the undertaking. Feasibility analysis is not a substitute for the developer's vision, experience, and good common sense. But it is a counterbalance to the optimism that developers may project.

In a feasibility analysis, the developer's key assumptions are measured against reality before each major commitment is made. The City of Moline may consider sharing in on the cost during this pre-development phase to accurately assess the feasibility of a potential project.

## Incentives

The City of Moline along with other governmental entities must defend its tax base by offering competitive incentives. The policy that will ultimately drive these incentives should have the flexibility to invest in "exceptional" and "high priority" projects in order to deal with competitive pressures and market /business conditions. On the other hand, in some cases this can result in a "race toward the bottom" where both competing parties lose. Ultimately, whatever projects are developed they would need to be able to sustain themselves over time.

# Critical Actions

Critical actions are those steps and initiatives that should be pursed in a timely manner. In some instances, these actions require active dialogue, strategic alliances, additional research and investigation and coordination. These actions often do not culminate in tangible "brick and mortar" projects, but "set the table" to facilitate both public and private investments in a more streamlined manner.

Key to beginning undertaking active steps towards meaningful development requires an understanding the leadership of Moline will need to consider a variety of organizational, policy, financial tools and sources, both conventional and unconventional.

Several broad-based implementation principles provide a foundation for decision-making criteria and should be discussed when addressing actions within the Moline South Airport Development District.

# Implementation Principles

***"Have all of your ducks in a row"***

When actively pursuing opportunities, or reacting to proposed projects, ensure a process that provides a clear and defined message. For the private sector, developers will desire to know all the "rules of the game".

- Clearly define and communicate expectations.
- Define conditions and circumstances when a greater measure of flexibility will be acceptable to further objectives.
- Inventory and present resources and incentives that are "on the table" at the beginning.
- Ensure that administrative and approval processes and criteria are clearly defined. Outline how assistance may be provided to clearly navigate towards successful outcomes.

***"Weather the storm"***

Success of the Moline Airport South Development District will be a long-term and fluid endeavor.

- Prepare for dynamic market and development trends.
- Prepare to adjust and respond to a variety of development types and embrace some measure of flexibility to an ever-changing economic climate.
- Be prepared to consider and adjust policies, plans and criteria if it furthers an area aspiration.
- Continue monitoring local, regional and national community trends. Anticipate prevalent development trends and assess the level of appropriateness for the area and the Moline community.

***"Bend, but don't break"***

Development in the Moline Airport South Development District should adhere to the Concept Plan aspirations and principles to the best degree possible - for both private and public investments.

- Demand the highest quality for every project. Do not lose site of Concept Plan aspirations and principles.
- View each project and initiative through a long-term "lens" and envision what that project will look like, and impact the area for the next generation.
- Be prepared to say "no thank you" to investments that may adversely impact the area and contradict the broad-based goals of the Concept Plan and the expectations of the Moline Community.

***"Partner and Pursue"***

Complex community-building and economic development is a dynamic marathon. Successes will be achieved, failures are sure to happen. The key will be to continually keep momentum and explore inventive solutions that lead to winning outcomes.

- Continually pursue private and public partnerships. Embrace creative and innovative courses of action and partners to achieve tangible project goals.

- Partnerships can be complex. Choose partners based on experience, expertise and a proven record of performance. Be open to assembling a variety of qualified and dedicated partners, who often will provide a alternative approaches in implementation, financing and development approaches. Sometimes, the strength and success of a project lies in "packaging" teams with diverse perspectives.

- Continually seek funding sources that may be packaged to achieve a project goal.

***"No pain, no gain"***

In community building, long-term success is never guaranteed. However, establishing some basic logistical goals and objectives to ensure a greater chance of success should be supported.

- Ensure that the commitment, resources and ongoing support for those engaged in the "trenches" of community and economic development are fully supported. Ensure budgets and investments allow for staff and leadership to actively pursue opportunities.

- Invest in the "business" of developing the Moline Airport South Development District. Embrace innovative solutions toward marketing and engaging the development community in a variety of formats and venues.

- Be prepared to "seed" private sector development with public investments to create development velocity within the area.

## Critical Action: **Marketing**

Proactive marketing will be a critical component to the overall success of the Moline Airport South District. Community development can be competitive, with each municipality vying for resources at the state and federal level, promoting the advantages of specific site characteristics, enticements through leveraged incentives and expressing quality of life and other location-related characteristics as a competitive force.

### Web-Site

A distinctive link and page within the city's website may incorporate descriptive and illustrative products from the master plan and provide on-going, current information on activities and initiatives. Other elements to consider include a special link to economic development and other community-building resources and agencies.

### Action-Oriented Marketing Products

This next generation of product may be as simple as concise, colorful brochures (hard copy and electronic) that promote a specific high impact catalyst site(s). The marketing material should be universal: able to be utilized by community development staff, chamber of commerce representatives, community leaders and elected officials to proactively engage potential developers and investors. In some instances, significant conferences and other venues provide the opportunity for networking and engaging the development community locally, regionally or nationally.

These products can easily be packaged and strategically distributed at such venues by representatives of Moline. In other situations, the products can be incorporated as part of a Request for Qualifications (RFQ) or Proposal (RFP) and solicited to the development community. Regardless of the utilization, the action-oriented products should eventually communicate the desired intent of the development, tell the "story" on the advantages and opportunities of the development vision and location, provide the framework of policy and regulatory considerations, outline potential incentives.

## Critical Action: **Policy**

A clear, defined and coordinated development policy will be essential to promote comprehensive investments. Plans, regulations, programs and public investments all must be working towards a common vision and objectives that reinforce one another.

### Adoption/Endorsement

Adoption or formal endorsement of the Moline Airport South District Development Plan by the City is an essential step. The plan should become part of the process of evaluation (along with other adopted plans) for initiatives within the area.

### Land Use & Zoning Amendments

Staff should internally assess, verify or make further recommendations (if deemed appropriate) to the zoning ordinance and land use policies in the Comprehensive Plan that reinforce the concepts outlined by this plan

### Project Organization & Prioritization

Staff and leadership should consider facilitating a working retreat or strategic development conclave to discuss, assess and begin prioritizing project initiatives within the area.

The work session should include the appropriate staff, leadership and partners (such as QCIA), Key discussion topics may include:

- Delineation of top public investments that have the greatest potential to promote private investment.
- Identify municipal resources that may be available for the area as short, medium and long range investments.
- Determine best courses of action in regards to public-private partnerships, master developer RFQ, administration, etc.
- Assessment and coordination towards the pursuit of grants, state and federal funding and other financial options. Evaluate area-specific goals with other city-wide objectives.

- Determine budgets and resources that will be required for staff to administer project programs, on-going marketing efforts and other activities associated with active redevelopment efforts in the area.

- Outline approaches, procedures and responsibilities that ensure continuity towards engaging the private sector for all development types (industrial, retail, office, residential, etc.)

### Capital Improvement Program

Staff should internally evaluate the current Capital Improvement Program (CIP) to determine appropriate resources, project schedules and time frames to coincide with anticipated active marketing efforts for the area. These can be modest in scope (e.g. built as an initial phase as a working "exhibit" and continue incrementally as the public-sector responds). Key public realm catalysts projects for discussion include:

- Regional trail segment(which can be phased based upon private development initiatives).

- Municipal gateway project.

- Develop a specific funding strategy to facilitate the extension of sanitary sewer and water to first-tier development sites.

- *"Showcase" infrastructure project. This may include developing a portion of a parkway or other roadway investment that provides a visual and functional example to the quality of public investments (e.g. landscaping, lighting, signage, trails, BMP for infrastructure and other projects that establish standards and expectations of quality).*

The CIP, as with other resources, should be assessed on an annual basis to ensure all departments within the City of Moline can address strategic investments within the area in a coordinated manner.

## Critical Action: **Catalysts Projects**

The City of Moline should consider undertaking a focused effort to develop a catalytic project within one of the character areas. This priority impact project will ultimately be determined on the efforts and successes of the previous priority actions (marketing, policy and project organization and prioritization).

Based upon consensus, timing and resources, activation of a public and private project will have the potential to significantly contribute to the overall success of the area and generate development momentum and velocity within the area.

The key to effort will be to have the following in place:

- Have a clear "snapshot" of the city's internal capabilities - financially, administratively and legislatively.

- Have identified a strong private-sector partner who provides the necessary assurances of commitment - both in the short and long-term to the project.

- A clear understanding by all partners of the commitments, risks, rewards, responsibilities and ultimate goals that need to be achieved for the initiative. This should be clearly defined at the start of the process.

- A clear and concise approach to communication among partners, area stakeholders and the citizenry.

As a general guide, the following feasibility considerations should be undertaken for significant catalysts projects (will vary depending upon project scale and type):

- Feasibility study that provides a project-specific assessment (market and financial feasibility analysis, techniques to enhance cash flow such as tax abatements, Tax Increment Financing performances and condition surcharges, operational incentives, credit enhancement, bond issuance, etc).

- Financing and investment (ownership structures, sources of financing, real estate trusts, lender's requirements, lease obligations, financing stages of the development, financing package, etc).

- Detailed planning and design (site plan, phasing strategies, transportation/traffic analysis, building design, infrastructure requirements, detention, BMP approach, accessibility, public realm connectivity, etc).

- Marketing and leasing (research, advertising and promotion, sales management, monitoring and measuring acceptance, etc).

- Management and operations (goals and strategy, management function, ongoing practices and asset management, etc).

- Other elements that may impact project scope (property acquisition, alternative forms of land development, federal, state and local property controls, tax credits, environmental impact studies, other incentive packages, and other obligations for the project).

# Infrastructure Strategies

As new development begins to be implemented in the area, there will be some complexity associated with developing a sound plan to provide water and sewer service for the area south of QCIA.

Additional investigations are recommended to be pursued, in anticipation of future development investments within the area.

Additional information/investigation will be required to allow infrastructure requirements to be more fully developed and should be pursued as development interest within the area is evident.

## Water and Sewer Service

Based on further input from Public Works Staff, the Water Plant and South WWTP both have ample reserve capacity to serve additional customers.

- Confirm ultimate area to be supported by infrastructure improvements. Verify if there are additional areas that will need to be served by Moline utilities in the future.
- Determine maximum future water and wastewater demands based on anticipated land use, zoning and building/population densities.
- Develop a wastewater discharge plan that will support future development.
- Assess firm capacities of Coal Creek and Rock River pump stations and respective river crossings.
- Select preferred approach to transport additional wastewater load under Rock river to South WWTP.
- Select preferred approach to bring additional wastewater load down from the bluff and interconnect to the existing sewer system. Identify capital costs associated with preferred approach.
- Assess what impact, if any, the additional Moline wastewater load has on the existing Intergovernmental Agreement regarding the "Regional System" (South WWTP, the interceptor, the east Rock River crossing and the Coal Creek pump station).

## Transportation

- Require a traffic impact study as part of the plan submittal process requirements. As the surrounding area develops over time, regular updates should be undertaken to address mobility system improvement needs specific to various phases of developments.
- Update area and City-wide circulation plans as necessary.

- Ensure roadway standards for all public roads (arterials, collectors and neighborhood streets) are met or exceeded.
- Develop area-specific standards for parkways and associated roadway amenities.
- Develop detailed criteria for on and off-street parking standards.
- Ensure that the appropriate ROW for on and off-street bicycle mobility is secured with new roadway investments.
- Ensure that pedestrian mobility and connectivity is addressed for new roadway investments.

*Naturally connected.....*

# Airport South District Development Plan

City of Moline, Illinois

Council Bill/Special Ordinance No.: 4062-2013
Sponsor: _____

A SPECIAL ORDINANCE

DECLARING the property at 2510 5th Avenue as surplus; and

AUTHORIZING the Mayor and City Clerk to execute an Agreement for Sale of Real Estate and do all things necessary to convey the City-owned property at 2510 5th Avenue, Moline, to Alan Spears.

_____

WHEREAS, the City acquired the property at 2510 5th Avenue as a result of abandoned building proceedings. Contractors and not-for-profit agencies expressed interest in rehabilitating and purchasing this property; and

WHEREAS, the City published a request for proposals for the purchase and rehabilitation of 2510 5th Avenue on October 30, 2013, and Alan Spears ("Spears") submitted the proposal most advantageous to the City; and

WHEREAS, Spears has offered to purchase 2510 5th Avenue for $1,000.00 and promises to complete interior and exterior repair and restoration of the building on said property by November 30, 2014, with possible extension of the completion date as may be agreed to in writing by the parties, but not later than February 28, 2015; and

WHEREAS, Staff recommends accepting this proposal so this project can begin as soon as possible and result in the repair and restoration of a blighted property; and

WHEREAS, this property was in arrears for the 2009, 2010, 2011 and 2012 property taxes. Those property taxes have been deemed null and void by the County Treasurer pursuant to 65 ILCS 5/11-31-1 and 35 ILCS 200/21-95. The property taxes for 2013 payable in 2014 have been deemed exempt. Spears will be responsible for paying his pro-rated share of the 2013 taxes from the date of closing until December 31, 2013, and all future taxes thereafter.

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

**Section 1** – That the property located at 2510 5th Avenue is declared as surplus.

**Section 2** – That the Mayor and City Clerk are hereby authorized to execute an Agreement for Sale of Real Estate concerning 2510 5th Avenue, Moline, Illinois, with Alan Spears, and do all things necessary to convey said property to Alan Spears, in return for payment of $1,000.00, plus a right of reverter requiring Spears to complete interior and exterior renovations of said property by November 30, 2014, with possible extension of the completion date as may be agreed to in writing by the parties, but in no event shall the completion date be extended beyond February 28, 2015, or the property would revert to the City; provided, however, that said agreement is substantially similar in form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit "A" and has been approved as to form by the City Attorney.

**Section 3** – That this ordinance shall be a temporary variance from any other ordinance with which it may conflict and shall not constitute a repeal of any such ordinance.

**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: December 10, 2013

Approved: December 17, 2013

Attest: _____
City Clerk

Approved as to Form:

_____
City Attorney

# AGREEMENT FOR SALE OF REAL ESTATE

| | |
|---|---|
| CITY OF MOLINE, ILLINOIS,<br>A MUNICIPAL CORPORATION<br>**SELLER** | ALAN SPEARS<br><br>**PURCHASER** |
| Address: 619 16th Street<br>Moline, IL 61265 | Address: 1717 4th Street<br>Moline, IL 61265 |
| Telephone: (309) 524-2012 | Telephone: (309) 631-3286 |

**THIS AGREEMENT IS DATED _____.**

The Purchaser agrees to purchase from the Seller and the Seller agrees to sell to Purchaser the real estate located at 2510 5th Avenue, Moline, Illinois (Parcel Number 08-2055), consisting of 6,150 square feet, more or less, legally described as:

> THE WEST 14 FEET OF LOT 4 AND THE EAST HALF OF LOT 5 ALL IN BLOCK 1 IN THAT PART OF THE CITY OF MOLINE, KNOWN AS AND CALLED CHRISTY AND GROVER'S ADDITION TO SAID CITY; SITUATED IN ROCK ISLAND COUNTY, IN THE STATE OF ILLINOIS.

Hereinafter referred to as the "Property," for the total sum of ONE THOUSAND and No/100 DOLLARS ($1,000.00) plus a right of reverter requiring Purchaser to complete interior and exterior renovations of 2510 5th Avenue. **The deadline to complete all renovations is November 30, 2014.** Seller may in its sole discretion agree to extend the date of completion. Any extension shall be by a written amendment signed by both parties. In no event shall the completion date be extended beyond February 28, 2015, or the Property will automatically revert to the City; and adjusted for the special restrictions and covenants as set forth in the sections related to special restrictions and covenants herein, and payable in cash or other immediately available funds, at Closing, as defined herein. Purchaser understands that Seller's City Council must approve this Agreement before it becomes effective. Therefore, the Purchaser agrees that Purchaser's offer to buy hereunder shall be irrevocable until December 23, 2013, to allow Seller's City Council to consider and approve this Agreement at its December 17, 2013 City Council meeting all as described herein below.

## SPECIAL RESTRICTIONS AND COVENANTS

Each and every item listed in this Section shall be construed as a material condition of this Agreement for Sale of Real Estate and shall be controlling over any portion in conflict therewith and any provision of any deed created pursuant hereto. If Purchaser or its successors in interest, if any, are at any time in breach or other violation of any provision of this Section and so remain for a period of fourteen (14) days after notice from Seller of the breach or other violation, then the Seller may reclaim and repossess the real estate interests transferred pursuant hereto; the Seller shall retain any and all amount paid to it for purposes of the transfer and/or sale contemplated herein as consideration for



EXHIBIT
tabbies
A

this Agreement and as payment for Seller's costs in preparing and conducting the sale herein contemplated. The special restrictions and covenants shall be as follows:

1. The purchase price for the Property is One Thousand and No/100 Dollars ($1,000.00). Of the 2013 taxes payable in 2014, the Seller shall pay its pro-rated share of the tax for the time period from January 1, 2013, to the date of Closing. The remaining amount due and owing shall be paid by Purchaser. Future taxes not otherwise provided for herein shall be paid by Purchaser.

2. Purchaser acknowledges and agrees to the following construction schedule:

   Install siding on house and garage. Install new roof on house and garage. Install new windows and doors. Tear off front porch and roof to install new porch. Install new furnace and air. Re-work electrical as needed. Install new plumbing and fixtures, install new carpet and flooring as needed. Install new cabinets and countertops in kitchen. Repair or replace all walls and ceiling as needed. Paint interior. Install new stair case.

   March 2014 - Clean out structure and demo as needed.
   April 2014 - Begin repair on roof of house and garage.
   May 2014 - Begin and complete siding for house and garage.
   June 2014 - Begin plumbing and electrical
   July 2014 - Begin carpentry work
   August 2014 - Complete carpentry
   September 2014 - Paint
   October 2014 - Install new flooring
   November 2014 - Complete plumbing and electrical where needed and all other work.

   **The deadline to complete all renovations is November 30, 2014.** Seller may in its sole discretion agree to extend the date of completion. Any extension shall be by a written amendment signed by both parties. In no event shall the completion date be extended beyond February 28, 2015.

   Purchaser further acknowledges and agrees that Purchaser's failure to abide by any of the above conditions will result in reverter of the Property to the Seller without further action by or notice from the Seller, and Purchaser will voluntarily relinquish all interests in the Property to the Seller. In the case of reverter, any improvements done to the Property by the Purchaser shall become the property of the Seller and Purchaser has no right to said improvements or reimbursement therefor.

## CONVEYANCE OF TITLE AND DOCUMENTS OF SALE

At Closing, Seller shall deliver a Quit Claim Deed to Purchaser or his/her licensed attorney practicing in Rock Island County, in the name of the Purchaser conveying Seller's interests and title, with the right of reverter if the above conditions are not met,

together with such other documents that may be required to record the deed and transfer personal property. If the above conditions are met on November 30, 2014, or in no event beyond February 28, 2015, the right of reverter shall cease.

**POSSESSION AND CLOSING**

(a) The Closing of this transaction shall be held on or before December 23, 2013 ("Closing"), with possession of the Property to be delivered to Purchaser on or at Closing, free and clear of all possessory interests, including, without limitation, squatters, except for the right of reverter, which will cease if above conditions are met by the deadline.

(b) Possession shall be deemed delivered when Seller has vacated the Property.

**ASSIGNMENTS AND TRANSFERS PROHIBITED**

The parties covenant not to suffer or permit without the written permission or consent of the other being first had and obtained, a sale, assignment, or transfer of any right, title or interest of any sort in and to said Property, or any portion thereof, or any of the improvements, apparatus, fixtures or equipment that may be found in or on said Property prior to Closing.

**BUILDINGS, FIXTURES AND PERSONAL PROPERTY**

All buildings or fixtures presently installed on the Property shall be left by Seller in or upon said Property as they are as of the date of this Agreement and shall be deemed a part of the real estate and title thereto and shall pass to Purchaser at delivery of the Quit Claim Deed.

**CONDITION OF THE PROPERTY**

Sale of the property shall be "as is without representation or warranty as to fitness or condition."

**CASUALTY CLAUSE**

This Agreement shall be subject to the Illinois Uniform Vendor and Purchaser Act as currently in effect. Seller shall keep adequate liability insurance on the above Property until the deed is delivered to the Purchaser. Purchaser shall be responsible for insurance coverage, including liability coverage upon taking title to or possession of the above Property, whichever occurs first. Any monies paid as a result of damage to the Property shall be paid to the Seller to reduce the monies due hereunder, if any; provided, however, that should monies paid as a result of said damage exceed any monies due hereunder, then such excess amount shall be retained by Purchaser.

**EXPENSES OF TRANSFER**

PURCHASER shall pay:

(a) Recording fee for deed;

(b) Costs of any additional appraisal for the Property obtained by Purchaser;

(c) Revenue stamps and recording of any releases, if any;

(d) Broker commission, if any;

EACH PARTY shall be responsible for its own attorney fees and customary Closing costs.

**ENTIRE AGREEMENT**

This Agreement, executed by the parties, constitutes the entire agreement between the parties and there are no oral representations, warranties, or covenants other than those set forth herein and this Agreement shall extend to and be binding upon the executors, administrators, and assigns of the parties hereto.

**LEGAL ASSISTANCE**

The Seller and Purchaser are aware that when fully signed, this is a legally binding agreement for the sale and purchase of real estate and that in order to protect their interests in connection with contractual, title and other aspects of this transaction, they have had the right and opportunity to consult legal counsel before this Agreement is signed.

**ACCEPTANCE BY SELLER**

Until accepted by Seller, this document constitutes an irrevocable offer to buy by Purchaser on the terms stated above. This Agreement must be accepted by Seller on or before December 17, 2013, and Purchaser's offer to buy herein shall be irrevocable to and including December 17, 2013, to allow Seller's City Council opportunity to review and approve this Agreement. Within twenty-four (24) hours of acceptance by Seller's City Council, Closing shall be scheduled. Purchaser acknowledges and agrees that this Agreement is subject to Seller's right and legal responsibility to formally submit this Agreement to the Seller's City Council for review, approval and authorization to execute. If not so approved by the Council by December 17, 2013, this offer and Agreement shall be void. The parties understand that Seller's City Council may not approve this Agreement and that until approved by the City Council, it is not and shall not be binding upon Seller, its officers, employees or agents.

This Agreement has been read and executed in duplicate on the dates beside the parties' authorized agents' signatures.

| Executed by SELLER: | Executed by PURCHASER: |
|---|---|
| CITY OF MOLINE, ILLINOIS,<br>A MUNICIPAL CORPORATION | ALAN SPEARS |
| By:_____<br>Scott Raes, Mayor | By:_____<br>Alan Spears |
| Date:_____ | Date:_____ |

ATTEST:

By:_____
Tracy A. Koranda, City Clerk

Date:_____

*FOR INFORMATION ONLY:*
Seller's Attorney:
Amy L. Keys
(309) 524-2012

Council Bill No. 4063-2013
Sponsor: _____

A SPECIAL ORDINANCE

SETTING the annual meetings agenda for 2014.

_____

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

**Section 1:** That the annual meetings agenda for 2014 is hereby set by the City Council and City staff is hereby directed to do all things necessary to notify the media of the 2014 City Council and Committee Meetings Schedule as shown on Exhibit A attached hereto.

**Section 2:** That this Ordinance shall be in full force and effect from and after its passage and approval as required by law, publication, if required, in the manner provided by law.

CITY OF MOLINE, ILLINOIS

_____
Mayor

December 17, 2013
Date

Passed: December 17, 2013

Approved: January 7, 2014

Attest:_____
City Clerk

Approved as to Form:

_____
City Attorney

# 2014 CITY OF MOLINE COUNCIL BOARD/COMMITTEE MEETINGS SCHEDULE
(dates times subject to change with notification)

| COMMITTEE | LOCATION | TIME | DATES | DATES | DATES | DATES |
|---|---|---|---|---|---|---|
| Committee-of-the-Whole & City Council immediately following | City Hall-2nd Floor<br>Council Chambers<br>619 16th Street | 6:30 p.m.<br>(or as deemed necessary) | Jan 07, 14, 21, 28<br>Feb 04, 11, 18, 25<br>Mar 04, 11, 18, 25 | Apr 01, 08, 15, 22, ---<br>May 06, 13, 20, 27<br>Jun 03, 10, 17, --- | Jul ---, 08, 15, 22, ---<br>Aug 05, 12, ---, 26<br>Sep 02, 09, 16, 23, --- | Oct 07, 14, 21, 28<br>Nov 04, ---, 18, ---<br>Dec 02, 09, 16, ---, --- |
| Citizens Advisory Council on Urban Policy (CACUP) | City Hall-2nd Floor<br>Committee-of-the-Whole<br>619-16th Street | 4:00 p.m. | Jan ----<br>Feb ----<br>Mar ---- | Apr 21<br>May 5,19<br>Jun 2, 16 | Jul ----<br>Aug ----<br>Sep 8, 22 | Oct ----<br>Nov ----<br>Dec ---- |
| Consolidated Public Safety Communications Budget Board | Police Department<br>Community Room<br>1640 6th Avenue | 4:00 p.m. | Feb 06 | | Aug 06 | |
| Fire and Police Commissioners | Police Department<br>Community Room<br>1640 6th Avenue | 4:30 p.m. | Jan 14<br>Feb 11<br>Mar 11 | Apr 08<br>May 13<br>Jun 10 | Jul 08<br>Aug 12<br>Sep 09 | Oct 14<br>Nov ---<br>Dec 09 |
| Firefighters Pension Board | Central Fire Station<br>Conference Room<br>1630 8th Avenue | 8:30 a.m. | Jan 23 | Apr 24 | Jul 24 | Oct 23 |
| Foreign Fire Tax | Central Fire Station<br>Conference Room<br>1630 8th Avenue | 8:15 a.m. | Jan ----<br>Feb 11<br>Mar ---- | Apr 08<br>May ----<br>Jun 10 | Jul ----<br>Aug 12<br>Sep ---- | Oct 14<br>Nov ----<br>Dec 09 |
| Historic Preservation Advisory | City Hall-2nd Floor<br>Council Chambers<br>619 16th Street | 4:00 p.m. | Jan 13<br>Feb 10<br>Mar 10 | Apr 14<br>May 12<br>Jun 09 | Jul 14<br>Aug 11<br>Sep 08 | Oct 13<br>Nov 10<br>Dec 08 |
| Human Rights Commission | City Hall-2nd Floor<br>Committee-of-the-Whole<br>619 16th Street | 4:00 p.m. | Jan ----<br>Feb ----<br>Mar 10 | Apr 14<br>May 12<br>Jun --- | Jul ---<br>Aug 11<br>Sep 08 | Oct 13<br>Nov 10<br>Dec 08 |
| Keep Moline Beautiful Commission | Public Works Building<br>Conference Room<br>3635 4th Avenue | 4:30 p.m. | Jan 09<br>Feb 13<br>Mar 13 | Apr 10<br>May 08<br>Jun 12 | Jul 10<br>Aug 14<br>Sep 11 | Oct 09<br>Nov 13<br>Dec 11 |
| Library Board of Trustees | Moline Public Library<br>Platinum Room<br>3210 41st Street | 12:00 p.m. | Jan 09<br>Feb 13<br>Mar 13 | Apr 10<br>May 08<br>Jun 12 | Jul 10<br>Aug 14<br>Sep 11 | Oct 09<br>Nov 13<br>Dec 11 |
| Park Board | Public Works Building<br>Conference Room<br>3635 4th Avenue | 3:30 p.m. | Jan 30<br>Feb 27<br>Mar 27 | Apr 24<br>May 22<br>Jun 26 | Jul 24<br>Aug 28<br>Sep 25 | Oct 23<br>Nov ---<br>Dec 04 |
| Plan Commission | City Hall-2nd Floor<br>Council Chambers<br>619 16th Street | 4:00 p.m. | Jan 08, 22<br>Feb 12, 26<br>Mar 12, 26 | Apr 09, 23<br>May 14, 28<br>Jun 11, 25 | Jul 09, 23<br>Aug 13, 27<br>Sep 10, 24 | Oct 08, 22<br>Nov 12<br>Dec 10 |
| Police Pension Board of Trustees | Police Department<br>Community Room<br>1640 6th Avenue | 12:00 p.m. | Jan 22 | Apr 23 | Jul 23 | Oct 22 |
| Project Management Team | Renew Moline<br>Conference Room<br>1506 River Drive | 1:30 p.m. | Jan 08<br>Feb ---<br>Mar 12 | Apr ---<br>May 14<br>Jun --- | Jul 09<br>Aug ---<br>Sep 10 | Oct ---<br>Nov 12<br>Dec --- |
| Moline Centre Main Street Commission | City Hall-2nd Floor<br>Committee-of-the-Whole<br>619 16th Street | 4:00 p.m. | Jan 20<br>Feb ---<br>Mar 17 | Apr 21<br>May 19<br>Jun 16 | Jul 21<br>Aug 18<br>Sep 15 | Oct 20<br>Nov 17<br>Dec 15 |
| Moline Housing Authority | Moline Housing Authority<br>Board Room<br>4141 11th Avenue A | 5:30 p.m. | Jan 13<br>Feb 24<br>Mar 17 | Apr 21<br>May 19<br>Jun 16 | Jul 21<br>Aug 18<br>Sep 15 | Oct 20<br>Nov 17<br>Dec 15 |
| Special Services Area #5 - Bass Street | City Hall-2nd Floor<br>Committee-of-the-Whole<br>619 16th Street | 3:00 p.m. | Jan 13 | May 19 | Aug 18 | Nov 17 |
| Special Services Area #6 - Downtown | City Hall-2nd Floor<br>Committee-of-the-Whole<br>619 16th Street | 3:00 p.m. | Jan 20 | Apr 21 | Jul 21 | Oct 20 |
| Traffic Committee | Public Works Building<br>Conference Room<br>3635 4th Avenue | 1:30 p.m. | Jan 07<br>Feb 04<br>Mar 04 | Apr 01<br>May 06<br>Jun 03 | Jul 01<br>Aug 05<br>Sep 02 | Oct 07<br>Nov 04<br>Dec 02 |
| Youth Commission | Moline Public Library<br>Platinum Room<br>3210 41st Street | 4:00 p.m. | Jan ----<br>Feb ----<br>Mar 20 | Apr 17<br>May 15<br>Jun ---- | Jul ----<br>Aug ----<br>Sep 18 | Oct 16<br>Nov 20<br>Dec 18 |

Council Bill/Special Ordinance No. 4064-2013
Sponsor_____

A SPECIAL ORDINANCE

REQUESTING the County Clerk not to extend 2013 taxes for payment of principal and interest for the General Obligation Corporate Purpose Bonds, Series 2004A Police & Library Facilities; General Obligation Corporate Purpose Bonds, Series 2004B TIF Projects; General Obligation Corporate Purpose Bonds, Series 2007A, Refunding; General Obligation Corporate Purpose Bonds, Series 2010A, Refunding; General Obligation Corporate Purpose Bonds, Series 2011A, TIF Project; General Obligation Corporate Purpose Bonds, Series 2011B, Refunding; General Obligation Corporate Purpose Bonds, Series 2012A, Refunding; General Obligation Corporate Purpose Bonds, Series 2012B, Moline Place Phase II; General Obligation Corporate Purpose Bonds, Series 2012C, Refunding; General Obligation Corporate Purpose Bonds, Series 2012D, Refunding; General Obligation Corporate Purpose Bonds, Series 2012E, Refunding; General Obligation Corporate Purpose Bonds, Series 2012F, Refunding; General Obligation Corporate Purpose Bonds, Series 2012G, Refunding; General Obligation Corporate Purpose Bonds, Series 2012H, Refunding; and General Obligation Corporate Purpose Bonds, Series 2012I, Refunding.

_____

WHEREAS, the City Council of the City of Moline, Illinois passed Ordinances authorizing General Obligation Corporate Purpose Bonds, Series 2004A Police & Library Facilities; General Obligation Corporate Purpose Bonds, Series 2004B TIF Projects; General Obligation Corporate Purpose Bonds, Series 2007A, Refunding; General Obligation Corporate Purpose Bonds, Series 2010A, Refunding; General Obligation Corporate Purpose Bonds, Series 2011A, TIF Project; General Obligation Corporate Purpose Bonds, Series 2011B, Refunding; General Obligation Corporate Purpose Bonds, Series 2012A, Refunding; General Obligation Corporate Purpose Bonds, Series 2012B, Moline Place Phase II; General Obligation Corporate Purpose Bonds, Series 2012C, Refunding; General Obligation Corporate Purpose Bonds, Series 2012D, Refunding; General Obligation Corporate Purpose Bonds, Series 2012E, Refunding; General Obligation Corporate Purpose Bonds, Series 2012F, Refunding; General Obligation Corporate Purpose Bonds, Series 2012G, Refunding; General Obligation Corporate Purpose Bonds, Series 2012H, Refunding; and General Obligation Corporate Purpose Bonds, Series 2012I, Refunding, and

WHEREAS, the City expects to receive sufficient revenue from other sources to pay such principal and interest for the General Obligation Corporate Purpose Bonds, Series 2004A Police & Library Facilities; General Obligation Corporate Purpose Bonds, Series 2004B TIF Projects; General Obligation Corporate Purpose Bonds, Series 2007A, Refunding; General Obligation Corporate Purpose Bonds, Series 2010A, Refunding; General Obligation Corporate Purpose Bonds, Series 2011A, TIF Project; General Obligation Corporate Purpose Bonds, Series 2011B, Refunding; General Obligation Corporate Purpose Bonds, Series 2012A, Refunding; General Obligation Corporate Purpose Bonds, Series 2012B, Moline Place Phase II; General Obligation Corporate Purpose Bonds, Series 2012C, Refunding; General Obligation Corporate Purpose Bonds, Series 2012D, Refunding; General Obligation Corporate Purpose Bonds, Series 2012E, Refunding; General Obligation Corporate Purpose Bonds, Series 2012F, Refunding; General Obligation Corporate Purpose Bonds, Series 2012G, Refunding; General Obligation Corporate Purpose Bonds, Series 2012H, Refunding; and General Obligation Corporate Purpose Bonds, Series 2012I, Refunding.

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

Section 1. That the City Clerk be, and is hereby authorized to request the County Clerk of Rock Island County, Illinois, not to extend the taxes for 2013 for such principal and interest authorized in and by such ordinances hereinabove specified.

Section 2. 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 by law.

CITY OF MOLINE, ILLINOIS

_____
Mayor

_____
Date

Passed: _____

Approved: _____

Attest: _____
City Clerk

Approved as to Form:

_____
City Attorney

Council Bill/Resolution No. 1190-2013
Sponsor: _____

A RESOLUTION

AUTHORIZING certain minutes and portions of minutes of Executive Sessions of the City Council to be maintained as confidential until further reviewed by the City Council; and

AUTHORIZING the remainder of said Executive Session Minutes referenced herein to be made available for public inspection.

_____

WHEREAS, the City Council of the City of Moline is required by statute to periodically meet to review the minutes of all closed sessions (Executive Sessions) to determine the appropriateness of retaining said minutes as confidential or conversely disseminating said minutes to the public; and

WHEREAS, such a meeting took place on December 10, 2013; and

WHEREAS, the City Council has found that certain minutes of the Executive Sessions for past years should be released with the exception of those requiring continued confidential treatment.

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

That the following Executive Session minutes are to be released, partially released, or maintained as confidential, until further review and order of the City Council, with those released minutes to be made available for public inspection as required by 5 ILCS 120/2.06(c).

FULL RELEASE:
08/27/2013
09/17/2013
12/10/2013

All Minutes for which partial release was maintained in Resolution No. 1132-2013 shall be continued as partially released in addition to the following:

PARTIAL RELEASE:
11/05/2013 – Paragraph 3

MAINTAIN CONFIDENTIALITY: All Minutes for which confidentiality was maintained in Resolution No. 1132-2013 shall be continued as confidentiality maintained in addition to the following:

09/03/2013
10/22/2013
11/05/2013-Paragraphs 1 & 2
11/12/2013
11/19/2013

CITY OF MOLINE, ILLINOIS

_____
Mayor

December 17, 2013
Date

Passed: December 17, 2013

Approved: January 7, 2014

Attest: _____
City Clerk

Approved as to form:

_____
City Attorney

Council Bill/Resolution No.: 1191-2013
Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute an Agreement with United Healthcare Services Company of the River Valley (United Healthcare) to provide administrative services and reinsurance for medical and prescription claims for a one year period commencing on January 1, 2014.

_____

WHEREAS, United Healthcare currently provides claims administrative services and reinsurance for the City's health benefits plan; and

WHEREAS, expected fixed costs for 2014, including reinsurance, for these services increased by 1.8%; and

WHEREAS, expected claims are projected to increase and additional fees will be incurred due to Health Care Reform, resulting in a total increase in cost of 5.5% for medical and prescription drug benefits for 2014. This is below the predicted industry increases of 7-9% for governmental organizations with more than 500 members enrolled.

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

That the Mayor and City Clerk are hereby authorized to execute an Agreement with United Healthcare to provide administrative services and reinsurance for medical and prescription claims for a one year period commencing on January 1, 2014; provided, however, that said agreement is substantially similar in form and content to the addendum referenced by Exhibit "A," attached hereto and incorporated herein by this reference hereto and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

_____
Mayor

December 17, 2013
Date

Passed: December 17, 2013

Approved: January 7, 2014

Attest: _____
City Clerk

Approved as to form:

_____
City Attorney

## FINANCIAL RENEWAL AND TERMS AMENDMENT

This Financial Renewal and Terms Amendment is effective for the period beginning on 01 January 2014 and ending on 31 December 2014 unless otherwise specified. The parties, by signing below, agree to amend the agreements contained within Exhibit A herein.

In this Amendment, any capitalized terms used in this Amendment have the meanings shown in the governing agreements and/or policies. These terms may or may not have been capitalized in prior contractual documents between the parties but will have the same meaning as if capitalized.

Additional terms and conditions of the arrangements under which we are providing services to you are provided in the agreements specified within Exhibit A.

The agreements that are being amended include any and all amendments, if any, that are effective prior to the effective date of this Amendment.

**Nothing shown in this Amendment alters, varies or affects any of the terms, provisions or conditions of the agreements other than as stated herein.**

**City of Moline**

619-16th Street

Moline, IL 61265

By _____
Authorized Signature

Print Name _____

Print Title _____

Date _____

**UnitedHealthcare Services Company of the River Valley, Inc.**

**1300 River Drive, Suite 200**

**Moline, IL 61265**

By Steve C. Walli
Authorized Signature

Print Name __Steve C. Walli_____

Print Title CEO, UnitedHealthcare, Iowa and Central Illinois

Date _11//26/2013_____

# EXHIBIT A

## THE AMENDED FINANCIAL TERMS ARE AS FOLLOWS:

**This Exhibit A shall not alter, vary, or affect any previously agreed to financial terms that are not amended by this Exhibit A.**

**Administrative Services Agreement for the City of Moline under Contract No. 07PB, 07PC, 07PD, 07PE, 07PF & 07PG issued by UnitedHealthcare Services Company of the River Valley, Inc. effective 01 January 2014. The following financial terms are effective for the period 01 January 2014 to 31 December 2014.**

## Adjustments to Fees

| | | | | |
|---|---|---|---|---|
| **Medical:** | **V31234POS, V31267** | **V31236POS,** | **Pharmacy:** | **V22343, V31923** |
| **Network:** | **0005, 0032** | | **Chiropractic:** | **V21276, V21274** |
| **Vision:** | | | **Dental:** | |
| **Hearing:** | | | | |

**Administrative Fees and Stop Loss Expenses:** Group agrees to pay the following Administrative Fees in accordance with Section 10.1 of the Agreement and Stop Loss expenses in accordance with Section 4:

$35.10 PEPM Administrative Fees
$26.59 PEPM Specific Stop Loss*
$04.51 PEPM Aggregate Stop Loss*
$00.00 PEPM Stop Loss Administrative Charge
$66.20 Total costs PEPM

This total cost include PBS, as per the Group's election.

**Pharmacy Rate:** Group's contract rate for prescription drugs obtained through the home delivery Network Pharmacy for generic drugs is AWP-57%, excluding specialty drugs. Group's contract rate for prescription drugs obtained through the home delivery Network Pharmacy for brand drugs is AWP-24%, excluding specialty drugs. UnitedHealthcare uses First DataBank's national drug data file as the source for AWP information. UnitedHealthcare reserves the right to revise the pricing and adopt a new source or benchmark if there are material industry changes in pricing and methodologies.

**Claims Expenses:** Group agrees to pay UnitedHealthcare weekly for the total dollar amount of the Claims Expenses processed and paid by UnitedHealthcare, as well as all associated capitations, in accordance with Section 10.2 of the Agreement.

**Claims Processing:** UnitedHealthcare will process the claims received from a Network Pharmacy in accordance with the Summary Plan Description, as well as the pricing and other terms of the Network Pharmacy's participation agreement. UnitedHealthcare will retain the difference between what UnitedHealthcare reimburses the home delivery Network Pharmacy and Group's payment for a generic prescription drug product.

**Minimum Employer Contribution Requirement:** Group must contribute a minimum of 50% of the employee only premium. If UnitedHealthcare is offered along with competing carriers, employee contributions to UnitedHealthcare Plan cannot exceed those of any competing plan(s).

**Employee Participation Requirement:** A minimum employee participation level of 75% is required.

- If Group purchases stop loss coverage through UnitedHealthcare Insurance Company of the River Valley, Inc., these expenses shall be invoiced as a stop loss expense and are listed here for illustrative purposes only.

**THE AMENDED NON-FINANCIAL TERMS ARE AS FOLLOWS:**

**The Administrative Services Agreement ("Agreement") under Contract No. 07PB, 07PC, 07PD, 07PE, 07PF & 07PG issued by UnitedHealthcare Services Company of the River Valley, Inc. effective 01 January 2014 is amended on 01 January 2014 as follows:**

**I. The Agreement is amended with respect to Section 2.11 Audits by deleting the language in Section 2.11.1 in its entirety from the Agreement as follows:**

UnitedHealthcare shall retain Certified Public Accountants to perform an annual SAS-70 Type-2 Report of at least the following processes for UnitedHealthcare: enrollment, eligibility, plan building, claims handling and adjudication, claims payment, and financial settlement reports. Group agrees to accept UnitedHealthcare's most recent SAS-70 Type-2 Report as evidence of UnitedHealthcare's performance of its obligations under this Agreement.

**Section 2.11.1 shall now read as follows:**

2.11 **Audits.**

2.11.1 During the term of the Agreement, and at any time within twelve (12) months following its termination, UnitedHealthcare shall allow Group or a mutually agreeable entity, in accordance with the below specified conditions, to audit UnitedHealthcare once each calendar year to determine whether UnitedHealthcare is fulfilling the terms of this Agreement.

2.11.1.1 Prior to the commencement of this audit, UnitedHealthcare must receive a signed, mutually agreeable confidentiality agreement. Such confidentiality agreement must give UnitedHealthcare's PBS subcontractor third party beneficiary rights to enforce the confidentiality requirements with respect to UnitedHealthcare's PBS subcontractor's confidential information.

2.11.1.2 Without limiting the foregoing, with respect to audits regarding the payment of Rebates by pharmaceutical manufacturers, the audit must be conducted solely by a "big four" public accounting firm that maintains a separate and stand-alone audit department and is not providing support in conjunction with any litigation pending against UnitedHealthcare's PBS subcontractor or UnitedHealthcare. However, if no "big four" public accounting firm is qualified to perform the audit due to the above requirements, another mutually agreeable firm meeting such requirements may be used.

2.11.1.3 Group must advise UnitedHealthcare in writing of Group's intent to audit. The place, time, type, duration, and frequency of all audits must be reasonable and agreed to by UnitedHealthcare. All audits will be limited to information relating to the calendar year in which the audit is conducted, and/or the immediately preceding calendar year. With respect to UnitedHealthcare's transaction processing services, the audit scope and methodology will be consistent with generally acceptable auditing standards, including a statistically valid random sample or other acceptable audit technique as approved by UnitedHealthcare ("Scope").

2.11.1.4 Group will pay any expenses that Group incurs in connection with the audit. In addition, Group will be charged a reasonable per claim charge and a $1,000 charge per day for audits outside of the following parameters: (1) more than one audit per calendar year; (2) any on-site audit visit that is not completed within five (5) business days; or up to ten (10) business days if warranted by the size of the Scope and agreed to by UnitedHealthcare prior to the audit; (3) sample sizes exceeding the Scope specified above; or (4) any audit initiated after this Agreement has terminated. The additional fees cover the additional resources, facility fees, and other incremental costs associated with an audit that exceeds the Scope.

2.11.1.5 In addition to Group's expenses and any applicable fees, Group will also pay any extraordinary expenses UnitedHealthcare incurs in connection with the audit. For any audit initiated after this Agreement is terminated, Group will pay all expenses incurred by UnitedHealthcare.

2.11.1.6 Group will provide UnitedHealthcare with a copy of any audit reports within thirty (30) days after Group receives the audit report(s) from the auditor.

Council Bill/Resolution No.: 1192-2013
Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute an Agreement with Midwest Group Benefits to provide administrative services for dental, vision and flexible benefit claims for a one year period commencing on January 1, 2014.

_____

WHEREAS, Midwest Group Benefits currently provides claims administrative services for the City's dental, vision and flexible benefits plans; and

WHEREAS, t.he annual administrative costs for these services increased by 1.5% for a total of $32,970.00. This reflects the first increase for these services in 5 years.

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

That the Mayor and City Clerk are hereby authorized to execute an Agreement with Midwest Group Benefits to provide administrative services for dental, vision and flexible benefit claims for a one year period commencing on January 1, 2014; provided, however, that said agreement is substantially similar in form and content to the addendum referenced by Exhibit "A," attached hereto and incorporated herein by this reference hereto and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

_____
Mayor

December 17, 2013
Date

Passed: December 17, 2013

Approved: January 7, 2014

Attest: _____
City Clerk

Approved as to form:

_____
City Attorney

# Self-funded Dental Quote

## City of Moline

| |
|---|
| Monthly Admin Fee: $3.00 pepm |
| Bank Reconciliation: $20.00 per month |
| Annual Compliance Fee: $250 |

The above Administrative Services Fee includes:

Dental Claim Processing
Plan Building in Claims paying system
Preparation of Summary Plan Document
Quarterly Package Report
Prepare Employee Kits/ID Cards
On-line Enrollment
On-line Claim Access
Provide Creditable Coverage Certificates

Midwest Group Benefits
"specializing in employee benefits"

# Flexible Benefit Fee Proposal for City of Moline 2014:

**Proposal for:**
City of Moline
Stephanie Hancks
1712 Moellers Dr.
Moline, IL 61265

Participating Employees: To Be Determined

Plan Type: Full

Thank you for considering Midwest Group Benefits, Inc. to administer your employee's Flexible Spending account. Also known as a Section 125 and as a Cafeteria Plan, this is one of those rare circumstances where both the employer and employees can save money. When you choose Midwest Group Benefits, Inc. as your Flexible Benefit Administrator, you get:

- Instant savings in taxes paid
- Administration managed by a Certified Public Accountant (CPA)
- Over two decades of experience administrating Flex spending accounts
- Experts in the field who keep abreast of the most updated information on tax and other changes
- State of the art tracking software. You and your employees can go on-line to check balances
- Weekly or daily processing of claims
- Auto-Flex feature for groups that we administer both a Health and Flex plan
- Direct deposit

Per Participating Employee Per Month:
**$4.50**
**Add $1.00 per month per participant for debit cards**
**Compliance Fee $500**

This plan is for "Complete Service"

- There are no up front products that need to be purchased
- No extra charge for plan documents
- All Documents are updated as mandated at no extra charge
- Research on specific situations available
- "Signature Ready" IRS Form 5500, if necessary

Midwest Group Benefits, Inc. is a locally owned company who is committed to honesty and integrity. We pride ourselves on an unsurpassed level of personalized service and a commitment to plan compliance.

I understand and agree to the terms as outlined above.

Signature: _____ Title:_____ Date:_____

Council Bill/Resolution No. 1193-2013
Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute an agreement with Willis of Illinois, Inc. (Willis) for liability, property and workers' compensation insurance for a period of one year commencing on December 31, 2013.

_____

WHEREAS, Willis has provided a proposal 0.86% less than the amount budgeted for 2014; and

WHEREAS, Willis' quote for renewal of City liability, property and workers' compensation insurance policies for a period of one year commencing December 31, 2013 through December 31, 2014 on a self-insured retention (SIR) represents a 8.8% increase from 2013; and

WHEREAS, the self-insured retention policies allow staff to exercise more control over liability, property and workers' compensation claims.

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

That the Mayor and City Clerk are hereby authorized to execute an agreement with Willis for liability, property and workers' compensation insurance for a period of one year commencing December 31, 2013; provided, however, that said agreement is substantially similar in form and content to the addendum referenced by Exhibit "A," attached hereto and incorporated herein by this reference hereto and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

_____
Mayor

December 17, 2013
Date

Passed: December 17, 2013

Approved: January 7, 2014

Attest: _____
City Clerk

Approved as to form:

_____
City Attorney

Willis

**City of Moline**
**619 16th Street**
**Moline, IL 61265**

**Willis of Illinois, Inc.**
**1800 River Drive**
**Moline, IL 61265**

# SERVICE AGREEMENT

This document records our mutual understanding regarding our professional relationship and the services we will provide to you.

City of Moline and Willis of Illinois, Inc. agree that the Term of the service and compensation arrangement set forth below will begin on December 31, 2013 and end on December 31, 2014.

## 1.0. Services and Responsibilities

1.1 Subject to all other terms and conditions of this Agreement, Willis shall provide the following services for the lines of coverage identified in Schedule A and any other services outlined in Schedule B.

1.2 We are committed to acting in your best interests in providing services to you.

1.3 Willis will work with your staff to update insurance underwriting data about the coverages on Schedule A.

1.4 The services we provide to you rely in significant part on the facts, information, and direction provided by you or your authorized representatives. Accordingly, you must provide us with complete and accurate information regarding your loss experience, risk exposures, changes in the analysis or scope of your risk exposures, and any other information reasonably required or requested by us or insurers. It is important to advise us of any changes in your business operations that may affect our services or your insurance coverages. Therefore, all information which is material to your coverage requirements or which might influence insurers in deciding to accept your business, finalizing the terms to apply and/or the cost of coverage or pay a claim, must be disclosed. Failure to fully disclose such information might allow insurers to avoid liability for a particular claim or to void the policy. This duty of disclosure applies equally at renewal of your existing coverage and upon placement of new lines of coverage. Willis is not responsible for any consequences arising from any delayed, inaccurate or incomplete information.

1.5 At the time of binding, we review the financial soundness of the insurers we recommend to provide your coverages based on publicly available information, including that produced by well-recognized rating agencies. Upon request, we will provide you with our analysis of such insurers. We do not guarantee or warrant the solvency of any insurer or any intermediary that we may use to place your coverage.

1.6 You will make all final decisions relating to your insurance coverages, risk management, and loss control needs. We will procure the insurance coverage chosen by you, including the limits you choose. We will review all binders, policies and endorsements to

confirm their accuracy and conformity to negotiated specifications and your instructions. We will advise you of any errors in, or recommended changes to, such documents. You agree to also review all such documents and promptly advise us of any questions you have or of any document or provision which you believe may not be in accordance with your instructions. Your coverage is defined by the terms and conditions detailed in your insurance policies and endorsements.

1.7 We will inform you of the reporting requirements for claims, including where claims should be reported and the method of reporting to be used. Please carefully review any claims-reporting instructions or information we provide. Failure to timely and properly report a claim may jeopardize coverage for the claim. In addition, please retain copies of all insurance policies and coverage documents as well as claims-reporting instructions after termination of the policies in case you need to report claims after termination of a policy.

1.8 We will meet, as requested by you, with your representatives to discuss coverage and policies. We will promptly respond to your requests for coverage information, analysis of changing market conditions, and assistance in reporting subsequent changes in information to insurance companies and service providers.

1.9 In our capacity as insurance brokers, we do not provide legal or tax advice. We encourage you to seek any such advice you want or need from competent legal counsel or tax professionals.

1.10 **This Section intentionally left blank.**

## 2.0. Confidentiality

2.1 We treat information you provide us in the course of our professional relationship as confidential and use it only in performing services for you. We may share this information with third parties to provide the services to you. We may also disclose this information to the extent required to comply with applicable laws or regulations or the order of any court or tribunal. By providing us with data, you represent that you are fully authorized to possess that data and to provide it to us, and further that we are fully authorized to obtain, maintain, process and transfer such data in a commercially reasonable manner. We have implemented and maintain commercially reasonable and appropriate security measures to protect sensitive information from unauthorized use or disclosure. Records you provide us will remain your property and will be returned to you upon request. However, we will retain copies of such records to the extent required in the ordinary course of our business or by law. You will treat any information we provide to you, including data, recommendations, proposals, or reports, as confidential, and you will not disclose it to any third parties. You may disclose this information to the extent required to comply with applicable laws or regulations or the order of any court or tribunal. We retain the sole rights to all of our proprietary computer programs, systems, methods and procedures and to all files developed by us.

2.2 **This Section intentionally left blank.**

## 3.0 Compensation and Disclosure

3.1 You agree that our compensation for the services provided under this Agreement shall be a fee of $5,000. The fee is in addition to the net premium paid for the coverages and is payable as follows:

**Due in full on the renewal date of 12/31/13**

and

a commission of 12.5% for Travelers Public Sector Program, 18% for Travelers Property Docks Policy and a commission of 10% for the Safety National Excess Workers Compensation policy.

3.2 Our compensation for the services does not include federal, state and local sales, use, excise, receipts, gross income and other similar taxes or governmental charges which may be imposed. You are responsible for paying any such taxes or charges (except for taxes imposed on the net income of Willis) now imposed or becoming effective during the Term. In addition to the premium and our compensation, Willis may invoice you for any federal, state and local sales, use, excise or other similar taxes, unless you provide us with a valid tax exemption acceptable to us.

3.3 Our compensation may be revised if you request a change in the coverages and/or services during the term of this Agreement and we enter into a written agreement documenting any change in coverages, services and compensation.

3.4 If a Willis affiliate located outside of North America serves as an intermediary in the placement of your coverages, it will also earn and retain compensation for providing those services, which compensation is not included in the fee.

3.5 ****NOT APPLICABLE TO THIS AGREEMENT**** Where permitted by applicable law, Willis may assess a policy service fee. The fee is on a per-policy basis and is calculated on the premium amount, per the schedule below:

| Premium Amount | Policy Service Fee |
|---|---|
| <= $5,000 | $10 |
| $5,001 - $10,000 | $50 |
| $10,001 - $25,000 | $100 |
| $>= $25,001 | $250 |

The policy service fee is compensation to Willis for such value-added services and resources including dedicated industry practices, technical resources, placement support and our strategic outcomes practices. The fee is not required by any insurer or regulator, nor is it included in the premium charged. It will be listed separately on your invoice. It is not necessary to procure a policy to obtain many of these and other services on a consultancy basis for a separate fee.

3.6 Willis is an insurance producer licensed to do business worldwide, including in all 50 states and the District of Columbia. Insurance producers are authorized by their license to work with insurance purchasers and discuss the benefits and terms and conditions of insurance contracts; to offer advice concerning the substantive benefits of particular insurance contracts; to sell insurance; and to obtain insurance for purchasers. The role of an insurance producer in any particular transaction involves one or more of these activities.

3.7 Upon request, Willis will provide you with additional information about the compensation Willis expects to receive based in whole or in part on your purchase of insurance, and (if applicable) the compensation expected to be received based in whole or in part on any alternative quotes presented to you.

3.8 To the extent Willis is compensated by commissions paid to us by insurers, they will be earned for the entire policy period at the time we place policies for you. We will be paid the commission percentage stated for the placement of your insurance as indicated, and will receive the same commission percentage for all subsequent renewals of this policy unless we negotiate a different commission percentage with you.

3.9 In placing insurance on your behalf, Willis might use WillPLACE, a proprietary online tool that provides Willis brokers with access to global placement information. WillPLACE assists us in seeking to develop solutions for you with appropriate markets at competitive prices and terms. Some insurers pay Willis an Administration and Maintenance Fee for reporting on their book of business. Some of these insurers pay Willis an additional fee equal to 1% of the premium cost for placements matched through the WillPLACE system. Any insurer payments related to the WillPLACE system will not increase the cost of your insurance. WillPLACE fees are separate from and in addition to our compensation set forth in this Section 3 of this Agreement.

3.10 Willis may place your insurance with members of a panel of insurers. Willis develops panels of insurers in certain market segments. Participating insurers are reviewed on a variety of factors. Commission rates on panel placements may be higher than rates paid on business placed outside of the panel process. Willis discloses its commission rates to clients on quotes obtained through the panel process prior to binding the coverage. In some instances, insurers pay an administration fee to participate in the panel process.

3.11 This Paragraph left intentionally blank.

3.12 In some cases the use of a wholesale broker may be beneficial to you. We will not directly or indirectly place or renew your insurance business through a wholesale broker unless we first disclose to you in writing any compensation we or our corporate parents, subsidiaries or affiliates will receive as a result.

3.13 If wholesalers, underwriting managers or managing general agents have a role in providing insurance products and services to you, they will also earn and retain compensation for their role in providing those products and services. If any such parties are corporate parents, subsidiaries or affiliates of ours, any compensation we or our corporate parents, subsidiaries or affiliates will receive will be included in the total compensation we disclose to you. If such parties are not affiliated with us, and if you desire more information

regarding the compensation those parties will receive, please contact us and we will assist you in obtaining this information.

3.14 In the ordinary course of business we may also receive and retain interest on premiums you pay from the date we receive the funds until we pay them to the insurers or their intermediaries, or until we return them to you after we receive such funds.

3.15 Commission schedules and other compensation arrangements related to our services on your behalf may change over time and may not always be congruent with your specific policy period. Willis will provide you with accurate information to the best of our knowledge when information is presented to you, but it is possible that compensation arrangements may change over time. We will update you on any changes to our compensation prior to your renewal, and will do so at any time upon your request.

3.16 As an insurance intermediary, we normally act for you. However, we or our corporate parents, subsidiaries or affiliates may provide services to insurers for some insurance products. These services may include (a) acting as a managing general agent, program manager or in other similar capacities which give us binding authority enabling us to accept business on their behalf and immediately provide coverage for a risk; (b) arranging lineslips or similar facilities which enable an insurer to bind business for itself and other insurers; or (c) managing lineslips for insurers. Contracts with these insurers may grant us certain rights or create certain obligations regarding the marketing of insurance products provided by the insurers. We may place your insurance business under such a managing general agent's agreement, binding authority, lineslip or similar facility when we reasonably consider that these match your insurance requirements/instructions. When we intend to do so, we shall inform you and disclose the compensation payable to Willis in connection with the placement of the insurance coverage.

3.17 Some of our corporate parents, subsidiaries or affiliates are reinsurance brokers that provide reinsurance brokerage services to their insurance carrier clients. Their clients compensate them for those reinsurance brokerage services. Some of their insurance carrier clients may happen to be insurance carriers with whom we place your insurance coverages. The services we provide you and the reinsurance services our reinsurance affiliates provide their clients are separate and any compensation they may earn for the services they provide their clients are separate from and in addition to the compensation we earn for the services we provide you under this Agreement.

3.18 Subsidiaries of Willis North America Inc are members of a major international group of companies. In addition to the commissions received by us from insurers for placement of your insurance coverages, other parties, such as excess and surplus lines brokers, wholesale brokers, reinsurance intermediaries, underwriting managers and similar parties (some of which may be owned in whole or in part by our corporate parents or affiliates), may earn and retain usual and customary commissions for their role in providing insurance products or services to you under their separate contracts with insurers or reinsurers.

3.19 The insurance market is complex, and there could be other relationships which are not described in this document which might create conflicts of interest. If a conflict arises for which there is no practicable way of complying with this commitment, we will promptly

inform you and withdraw from the engagement, unless you wish us to continue to provide the services and provide your written consent. Please let us know in writing if you have concerns or we will assume that you understand and consent to our providing our services pursuant to these terms.

## 4.0 Premium and Handling of Funds

4.1 You will provide immediately available funds to pay premiums by the dates specified in the insurance policies, invoices, or other payment documents. Failure to pay premium on time may prevent coverage from incepting or result in cancellation of coverage by the insurer. We are not responsible for any consequences arising from any delay or failure by you to pay the amount due by the indicated date.

4.2 You may use a premium finance company, property appraiser, structured settlement firm or other similar service provider in connection with the insurance coverages we place for you. Willis currently works with industry-leading finance providers for this service. Where permitted by law, we receive a fee for the services we provide those companies.

4.3 We will handle any premiums you pay through us and any funds which we receive from insurers or intermediaries for payment or return to you in accordance with applicable state and federal insurance laws and regulations and state unclaimed property laws. We may transfer your funds directly to insurers or to third parties such as wholesale brokers, excess and surplus lines brokers, or managing general agents to carry out transactions for you.

## 5.0 Termination

5.1 Either party may terminate this agreement upon 60 days prior written notice.

If we terminate this agreement under Section 4.1 before the end of the Term, we will be deemed to have fully earned and be entitled to a pro rata portion of the Fee, calculated from the start of the Term through the date of termination.

If you terminate this agreement before the end of the Term, we will be deemed to have fully earned and be entitled to a portion of the fee as set forth in the following schedule:

| | |
|---|---|
| During the first six months: | 75% |
| After six months: | 100% |

5.2 Our obligation to render the services under this agreement ceases at the end of the Term or on the effective date of termination of our relationship, whichever is sooner. Nevertheless, we will take reasonable steps to assist in the orderly transition of matters to you or to a new insurance broker. Claims and premium or other adjustments may arise after our relationship ends, and we have no responsibility to handle these things after our relationship ends. Such items are normally handled by the insurance broker serving you at the time the claim or adjustment arises. However, we will consider providing such services after the termination of this agreement for mutually agreed additional compensation. Nevertheless, we will, process all remaining deposit premium installments on the policy(ies) in effect at the time of change.

## 6.0 Other Provisions

6.0 We do not tolerate unethical behavior either in our own activities or in those with whom we seek to do business. We will comply with all applicable laws, regulations, and rules.

6.1 In certain circumstances, the United States and other countries prohibit or restrict companies from conducting business in certain jurisdictions or with certain individuals or entities and can fine or otherwise penalize companies who conduct such business. The way these sanctions programs may affect a given insurance transaction depends on a number of complex factors including your ownership structure, control, location, and the nationality of your employees. We cannot advise you or insurers on the applicability of sanctions programs nor can we guarantee or otherwise warrant the position of any insurer under existing or future sanctions programs. You should seek legal advice on the potential applicability of sanctions as you deem appropriate. We will comply with all applicable sanctions programs and, where required by law, may take certain actions, including freezing funds held on behalf of parties and individuals covered by applicable sanctions.

6.2 Willis owns and retains all right, title, and interest in and to the following Willis Property: (i) all software, hardware, technology, documentation, and information provided by Willis in connection with the Claim and Risk Control Services; (ii) all ideas, know-how, methodology, models and techniques that may be developed, conceived, or invented by Willis during its performance under this Agreement; and (iii) all worldwide patent, copyright, trade secret, trademark and other intellectual property rights in and to the property described in clauses (i) and (ii) above. We expressly reserve all rights in the Willis Property.

6.3 We agree to communicate with each other from time to time by electronic mail, sometimes attaching further electronic data. By consenting to this method of communication you and we accept the inherent risks (including the security risks of interception of or unauthorized access to such communications, the risks of corruption of such communications and the risks of viruses or other harmful devices.) We each agree, however, to employ reasonable virus checking procedures on our computer systems, and to check all electronic communications received for viruses. You will also check that messages received are complete. In the event of a dispute neither of us will challenge the legal evidentiary standing of an electronic document, and the Willis system is deemed the definitive record of electronic communications and documentation.

6.4 Please note that our system blocks certain file extensions for security reasons, including, but not limited to, .rar, .text, .vbs, .mpeg, .mp3, .cmd, .cpl, .wav, .exe, .bat, .scr, .mpq, .avi, .com, .pif, .wma, .mpa, .mpg, .jpeg. Emails with such files attached will not get through to us, and no message will be sent to tell you they have been blocked. If you intend to send us emails with attachments, please verify with us in advance that our system will accept the proposed form of attachment.

6.5 The Section headings in this Agreement are for convenience only and are not intended to define or limit the scope of the contents of such paragraphs. This Agreement may be executed in its original version or in any copy, counterpart, or other duplicate.

6.6 This Agreement supersedes any and all prior agreements between us regarding the insurance coverages and the services provided. This Agreement may not be amended or modified except by a written agreement executed by the parties.

6.7 The provisions of this agreement are severable, and, in the event any provision or portion of any provision is construed by any court of competent jurisdiction to be invalid, the same shall not invalidate any other provision of this agreement or the remainder of the enforceable portion of the provision.

6.8 This Agreement is governed by and construed in accordance with the laws of the state of Illinois without regarding to such state's choice of law rules. Any dispute shall be resolved in the appropriate state or federal courts located in such state.

## 7.0 Questions

7.1 If you have questions, please inform your Willis representative or call the head of our office. You may also call 1-866-704-5115, the toll-free number which Willis has established for client feedback.

**City of Moline**

**By:** _____
**Title:** _____
**Date:** _____
**Attested to:**

**By:** _____
**Title:** _____
**Date:** _____
**Approved as to form:**

**By:** _____
**Title:** _____
**Date:** _____

**Willis of Illinois, Inc.**

**By:** John Barnett
**Title:** V-Pres.
**Date:** 12/2/13

***Schedule A***

## POLICIES/COVERAGES

*Travelers Public Sector Program*

All Risk Property Coverage including Equipment Breakdown
Crime
Inland Marine
General Liability
Liquor Liability
Employee Benefits Liability
Law Enforcement Liability
Public Entity Management Liability
Public Entity Employment-Related Practice
Auto Liability
Auto Physical Damage
Garagekeepers Liability
Excess Liability
CyberFirst Liability

*Travelers Inland Marine Division*

Property – Docks

*Safety National*

Excess Workers Compensation

Willis

*Schedule B*

## ACCOUNT MANAGEMENT SERVICES

### A. General Services

- Negotiation and placement of all coverages as per your direction
- Provide ongoing coverage analysis and critique of policy language
- Documentation -- Issue cover notes and, when permitted by the insurer, binders and/or policies
- Premium billings
- Audits
- Administer surplus lines filings
- Provide market security updates as available
- Administer Certificates of Insurance
- Provide general market intelligence

### B. Contractual Liability Services

- Review all contracts as presented by you and advise on insurance requirements relating to such contracts

### C. Risk Services - Claim, Risk Control Service and Data Analytics

**Claim Reporting**

We will report to the carrier on your behalf the following claim types for which we are the broker of record at the time you report the claim to us:

- Litigated Liability
- Litigated workers compensation
- Property
- Executive Risk
- Environmental

This service includes

- Confirming receipt of reported claim by carrier
- Conducting coverage reviews of all new losses
- Reporting losses on all appropriate policies
- Reporting claims in accordance with any known reporting guidelines for client
- Sending acknowledgment to client confirming new loss report

**Claim Advocacy**

We will act as you claim advocate for all claims reported or for those lines of coverage where we are the current broker of record. This will include

- Addressing issues concerning applicable coverage
- Advising client on claims process expectations of carrier, policy coverage
- Assisting client in determining if incident should be reported
- Reviewing and assisting with coverage issues/rebuttals

- Reviewing and assisting in with response to reservation of rights
- Helping expedite claim handling process
- Negotiating reserves/settlements/salvage credits
- Analyzing contractual indemnity issues

**Claim Strategy reviews** – Telephonic or onsite reviews to determine appropriateness of claim strategy and course of action retrospectively and prospectively. Includes preparatory claim selection, organizing appropriate parties and all necessary follow up.

**Advanced Claim Consulting Services**

- Carrier, TPA and Vendor Selection
- Contract Reviews Insurance Requirements.
- Claim Audits
- Legacy Claim Management
- Managed care and Wellness
- Business Impact Analysis
- Training / Education

**Willis Resolution Practice: Complex Claim** – Use of Global or national resources on complicated or contentious claims. Some examples of circumstances where our clients may want to engage this team may include but is not limited to:

- Claims involving offshore placements
- Multiple fatalities or claimants
- Policy limit losses or multiple policies
- Catastrophic events
- Complex or contentious coverage situations

**Critical Incident/Crisis Consulting** - Use of Global or national resources or external consultants contracted through us or recommended by us in order to assist our clients through a sudden and critical event affecting their operations.

**Risk Control and Safety Services**

- Acquisition Due Diligence
- BI Studies
- Business Continuity Planning
- Carrier Compliance
- CAT Exposure Modeling & Analysis
- Construction Safety
- Security Risk Mitigation
- Environmental, Health & Safety Audits
- Facility Design
- Fire Protection Engineering
- Fleet Management
- Hazard Identification & Risk Analysis
- Inspection Services
- Insurer Mediation
- Loss Projections
- Risk Quantification
- Pre Loss Planning
- Productivity Consulting
- Project Management
- Property Valuation
- Risk Exposure Database
- Risk improvement
- Risk Planning / Training
- Risk Profiling

In the event you would like to engage Willis to provide any additional services please contact your Willis representative.

Council Bill/Resolution No.: 1194-2013
Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to extend the current agreement with Precedence, Inc. for professional services related to the employee assistance program (EAP) for a three year period commencing January 1, 2014.

_____

WHEREAS, Precedence, Inc. has handled the City's employee assistance program for the past 21 years; and

WHEREAS, the services provided by Precedence, Inc. are highly regarded by employees and their families with approximately 35 individuals receiving counseling through the program each year; and

WHEREAS, in addition to counseling services, Precedence, Inc. also provides a 24-hour emergency phone number, referrals to other resources or care providers, employee and management training, and workplace intervention and conciliation services.

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 extend the current agreement with Precedence, Inc. for a period of three years commencing January 1, 2014; provided, however, that said agreement is substantially similar in form and content to the addendum referenced by Exhibit "A," attached hereto and incorporated herein by this reference hereto and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

_____
Mayor

December 17, 2013
Date

Passed: December 17, 2013

Approved: January 7, 2014

Attest: _____
City Clerk

Approved as to form:

_____
City Attorney

PRECEDENCE
IOWA HEALTH SYSTEM
Affiliated with Trinity Regional Health System

4622 PROGRESS DRIVE, SUITE A
DAVENPORT, IA 52807

# EAP AGREEMENT

City of Moline
Personnel Office
619 16th Street
Moline, IL 61265

The Precedence Employee Assistance Program (EAP), through contractual agreement with the City of Moline, agrees to continue furnishing EAP services, from January 1, 2014 through December 31, 2016.

**PRICE:** EAP services will be available to employees and their dependents for the annual fee of $6,800., payable annually in advance.

**Approved By:**

**City of Moline**

By:_____

Date:_____

**Accepted By:**

**Precedence EAP**

By: Bryan Cook
Bryan G. Cook, President

Date: 12/3/13

Council Bill/Special Ordinance No. 4065-2013
Sponsor: _____

A SPECIAL ORDINANCE

GRANTING a partial variance to Section 28-3200(a) of the Moline Code of Ordinances to delay installation of a sidewalk for property located at 2100 69th Avenue, Moline.

_____

WHEREAS, the owner of the property addressed as 2100 69th Avenue, Moline (parcel # 12334-L-1), has requested a variance from installing sidewalks; 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 lack of connectivity to accommodate a public sidewalk at this location which constitutes a hardship on the subject property.

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 December 3, 2013, that it is in the best interests 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 2100 69th Avenue to delay installation of a sidewalk until such time that it is deemed necessary by the City to place a sidewalk at this location, legally described as follows:

> Part of Outlots 2 and 3 of Valley View Place, an addition situated in the Southeast Quarter of the Southwest Quarter of Section 16 and the Northeast Quarter of the Northwest Quarter of Section 21 all in Township 17 North, Range 1 West of the Fourth Principal Meridian being more particularly described as follows:
>
> Commencing at the Northwest corner of the said Outlot 2, Thence 00 degrees 33 minutes, 51 seconds West along the West line of said Outlot 2, a distance of 69.93 feet to a Point on the South Right-of-Way Line of 69th Avenue (F.A. Route 10/F.A.U. Route 5788); Thence South 73 degrees 22 minutes 14 seconds East along the said South Right-of-Way Line, a distance of 35.28 feet to the Point of Beginning; Thence continuing South 73 degrees 22 minutes 14 seconds along said South Right-of-Way line, a distance of 257.25 feet; Thence South 56 degrees 53 minutes 02 seconds East along the said South Right-of-Way Line, a distance of 308.50 feet; Thence South 41 degrees 10 minutes 02 seconds West, a distance of 249.27 feet; Thence North 66 degrees 41 minutes 12 seconds West, a distance of 212.85 feet; Thence North 89 degrees 42 minutes 30 seconds West, a distance of 149.12 feet; Thence North 00 degrees 37 minutes 50 seconds East, a distance of 344.83 feet to the Point of Beginning, containing 3.134 acres more or less.
>
> Basis of Bearings are to the West Line of said Outlot 2 South 00 degrees 33 minutes 51 seconds West to the Illinois State Plane Coordinate System, West Zone (NAD 83).

**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

November 2013
Financial Report

**CITY OF MOLINE**
**SUMMARY OF REVENUE AND EXPENDITURES**
**AS OF 11/30/13**

| | BUDGET | YTD ACTUAL | VARIANCE |
|---|---|---|---|
| **GENERAL FUND** | | | |
| Revenues | $42,310,740 | $39,409,003 | $2,901,737 |
| Expenditures | $42,310,740 | $36,411,188 | $5,899,552 |
| Difference | $0 | $2,997,815 | |
| **GENERAL TRUST FUND** | | | |
| Revenues | $414,600 | $461,281 | ($46,681) |
| Expenditures | $414,600 | $825,100 | ($410,500) |
| Difference | $0 | ($363,819) | |
| **SFOOR GRANT** | | | |
| Revenues | $132,560 | $82,615 | $49,945 |
| Expenditures | $132,560 | $94,310 | $38,250 |
| Difference | $0 | ($11,695) | |
| **TOURISM FUND** | | | |
| Revenues | $1,094,100 | $947,674 | $146,426 |
| Expenditures | $1,094,100 | $494,352 | $599,748 |
| Difference | $0 | $453,322 | |
| **NSP2 GRANT** | | | |
| Revenues | $1,085,750 | $3,322 | $1,082,428 |
| Expenditures | $1,085,750 | $24,633 | $1,061,117 |
| Difference | $0 | ($21,311) | |
| **LIBRARY FUND** | | | |
| Revenues | $3,001,045 | $157,460 | $2,843,585 |
| Expenditures | $3,001,045 | $70,298 | $2,930,747 |
| Difference | $0 | $87,162 | |
| **PARK FUND** | | | |
| Revenues | $3,997,015 | $2,830,834 | $1,166,181 |
| Expenditures | $3,997,015 | $2,553,719 | $1,443,296 |
| Difference | $0 | $277,115 | |
| **MOTOR FUEL TAX FUND** | | | |
| Revenues | $2,550,000 | $1,153,406 | $1,396,594 |
| Expenditures | $2,550,000 | $602,642 | $1,947,358 |
| Difference | $0 | $550,764 | |
| **COMMUNITY DEVELOPMENT** | | | |
| Revenues | $665,265 | $310,309 | $354,956 |
| Expenditures | $665,265 | $397,636 | $267,629 |
| Difference | $0 | ($87,327) | |
| **REVOLVING LOAN FUND** | | | |
| Revenues | $238,860 | $3,020 | $235,840 |
| Expenditures | $238,860 | $20 | $238,840 |
| Difference | $0 | $3,000 | |

| | BUDGET | YTD ACTUAL | VARIANCE |
|---|---|---|---|
| **TAX INCREMENTAL FINANCING #1** | | | |
| Revenues | $3,570,895 | $2,926,567 | $644,328 |
| Expenditures | $3,570,865 | $2,778,369 | $792,496 |
| Difference | $30 | $148,198 | |
| **TAX INCREMENTAL FINANCING #2** | | | |
| Revenues | $193,350 | $215,581 | ($22,231) |
| Expenditures | $193,350 | $147,149 | $46,201 |
| Difference | $0 | $68,432 | |
| **TAX INCREMENTAL FINANCING #3** | | | |
| Revenues | $54,450 | $53,032 | $1,418 |
| Expenditures | $54,450 | $49,648 | $4,802 |
| Difference | $0 | $3,385 | |
| **TAX INCREMENTAL FINANCING #4** | | | |
| Revenues | $193,425 | $176,555 | $16,870 |
| Expenditures | $193,425 | $19,822 | $173,603 |
| Difference | $0 | $156,732 | |
| **HOMEBUYER GRANT** | | | |
| Revenues | $237,170 | $147,869 | $89,301 |
| Expenditures | $237,170 | $123,721 | $113,449 |
| Difference | $0 | $24,148 | |
| **TIF #5 KONE CENTRE** | | | |
| Revenues | $32,365 | $92,198 | ($59,833) |
| Expenditures | $32,365 | $40,282 | ($7,917) |
| Difference | $0 | $51,916 | |
| **TIF #6 MOLINE PL PHASE II** | | | |
| Revenues | $53,500 | $0 | $53,500 |
| Expenditures | $53,500 | $495 | $53,005 |
| Difference | $0 | ($495) | |
| **TIF #7 BUSINESS PARK** | | | |
| Revenues | $5,728,635 | $17,419 | $5,711,216 |
| Expenditures | $5,728,635 | $165,985 | $5,562,650 |
| Difference | $0 | ($148,566) | |
| **TIF #8 SOUTHPARK MALL** | | | |
| Revenues | $0 | $0 | ($0) |
| Expenditures | $0 | $17,606 | ($17,606) |
| Difference | $0 | ($17,606) | |
| **TIF #9 Route 150** | | | |
| Revenues | $0 | $0 | $0 |
| Expenditures | | $3,408 | ($3,408) |
| Difference | $0 | ($3,408) | |
| **TIF #10 Health Park** | | | |
| Revenues | $0 | $0 | $0 |
| Expenditures | $0 | $0 | $0 |
| Difference | $0 | $0 | |

| | BUDGET | YTD ACTUAL | VARIANCE |
|---|---|---|---|
| **SPECIAL SERVICE AREA #5** | | | |
| Revenues | $110,400 | $115,420 | ($5,020) |
| Expenditures | $110,400 | $75,912 | $34,488 |
| Difference | $0 | $39,508 | |
| **SPECIAL SERVICE AREA #6** | | | |
| Revenues | $225,000 | $215,536 | $9,464 |
| Expenditures | $225,000 | $163,080 | $61,920 |
| Difference | $0 | $52,456 | |
| **WATER FUND** | | | |
| Revenues | $10,300,945 | $7,998,969 | $2,301,976 |
| Expenditures | $10,300,945 | $8,119,225 | $2,181,720 |
| Difference | $0 | ($120,256) | |
| **WPC FUND** | | | |
| Revenues | $9,347,690 | $7,328,628 | $2,019,062 |
| Expenditures | $9,347,690 | $6,189,790 | $3,157,900 |
| Difference | $0 | $1,138,838 | |
| **STORMWATER UTILITY** | | | |
| Revenues | $983,140 | $929,883 | $53,257 |
| Expenditures | $983,140 | $919,217 | $63,923 |
| Difference | $0 | $10,666 | |
| **FIRE PENSION** | | | |
| Revenues | $4,329,925 | $3,343,276 | $8,811 |
| Expenditures | $4,329,925 | $3,744,883 | $585,042 |
| Difference | $0 | ($401,607) | |
| **REHER ART GALLERY** | | | |
| Revenues | $33,795 | $13,766 | $20,029 |
| Expenditures | $33,795 | $5,160 | $28,635 |
| Difference | $0 | $8,606 | |
| **PERPETUAL CARE FUND** | | | |
| Revenues | $14,075 | $11,260 | $83,516 |
| Expenditures | $14,075 | $0 | $14,075 |
| Difference | $0 | $11,260 | |
| **PARK/CEMETERY GIFTS** | | | |
| Revenues | $26,500 | $32,098 | ($5,598) |
| Expenditures | $26,500 | $6,289 | $20,211 |
| Difference | $0 | $25,809 | |
| **FOREIGN FIRE INS TAX** | | | |
| Revenues | $31,700 | $0 | $31,700 |
| Expenditures | $31,700 | $28,443 | $3,257 |
| Difference | $0 | ($28,443) | |
| **POLICE PENSION** | | | |
| Revenues | $4,209,465 | $3,294,191 | $915,274 |
| Expenditures | $4,209,465 | $3,105,419 | $1,104,046 |
| Difference | $0 | $188,772 | |

| | BUDGET | YTD ACTUAL | VARIANCE |
|---|---|---|---|
| **LIBRARY TRUST** | | | |
| Revenues | $107,200 | $56,467 | $50,733 |
| Expenditures | $107,200 | $163,466 | ($56,266) |
| Difference | $0 | ($106,999) | |
| **HEALTH BENEFIT FUND** | | | |
| Revenues | $7,564,505 | $5,577,872 | $1,986,633 |
| Expenditures | $7,564,505 | $5,682,321 | $1,882,184 |
| Difference | $0 | ($104,449) | |
| **OPEB RETIREMENT FUND** | | | |
| Revenues | $500,000 | $5,515 | $494,485 |
| Expenditures | $500,000 | $0 | $500,000 |
| Difference | $0 | $5,515 | |
| **INFORMATION TECHNOLOGY** | | | |
| Revenues | $1,141,470 | $907,186 | $234,284 |
| Expenditures | $1,141,470 | $1,060,474 | $80,996 |
| Difference | $0 | ($153,288) | |
| **PUBLIC SAFETY EQUIPMENT** | | | |
| Revenues | $158,265 | $158,266 | ($1) |
| Expenditures | $158,265 | $0 | $158,265 |
| Difference | $0 | $158,266 | |
| **LIABILITY FUND** | | | |
| Revenues | $3,439,830 | $3,219,836 | $219,994 |
| Expenditures | $3,439,830 | $1,654,123 | $1,785,707 |
| Difference | $0 | $1,565,713 | |
| **FLEET SERVICES** | | | |
| Revenues | $4,757,695 | $4,177,988 | $579,707 |
| Expenditures | $4,757,695 | $4,218,718 | $538,977 |
| Difference | $0 | ($40,730) | |
| **SANITATION FUND** | | | |
| Revenues | $2,443,165 | $2,314,513 | $128,652 |
| Expenditures | $2,443,165 | $2,079,841 | $363,324 |
| Difference | $0 | $234,672 | |
| **DEBT. SERVICE FUND** | | | |
| Revenues | $7,441,475 | $3,961,357 | $3,480,118 |
| Expenditures | $7,441,475 | $4,353,670 | $3,087,805 |
| Difference | $0 | ($392,313) | |
| **2007 ESCROW ACCOUNT** | | | |
| Revenues | $420,000 | $385,010 | $34,990 |
| Expenditures | $420,000 | $385,000 | $35,000 |
| Difference | $0 | $10 | |
| **CAPITAL IMPROVEMENT FUND** | | | |
| Revenues | $7,533,715 | $6,574,321 | $959,394 |
| Expenditures | $7,533,715 | $7,634,530 | ($100,815) |
| Difference | $0 | ($1,060,209) | |

| | BUDGET | YTD ACTUAL | VARIANCE |
|---|---|---|---|
| **VIDEO GAMING SPEC PROJ** | | | |
| Revenues | $135,000 | $10,174 | $124,826 |
| Expenditures | $135,000 | $0 | $135,000 |
| Difference | $0 | $10,174 | |
| | | | |
| *** TOTALS** | | | |
| **Revenues** | **$130,808,650** | **$103,205,350** | **$27,603,300** |
| **Expenditures** | **$130,808,650** | **$97,491,871** | **$33,316,779** |
| **Difference** | **$0** | **$5,713,479** | |

**City of Moline**
**Major Revenue Projection**
**Summary Sheet**
**as of November 30, 2013**

| 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 | $14,184,599 | **$14,684,000** | $14,684,000 | **$0** | $14,658,100 | 0.18% | $14,684,000 | 0.00% |
| State Sales Tax | $8,968,264 | **$9,731,640** | $9,711,640 | **$20,000** | $9,587,951 | 1.29% | $9,711,640 | 0.21% |
| Water User Fees | $7,112,613 | **$7,669,705** | $7,669,705 | **$0** | $6,781,013 | 13.11% | $7,201,265 | 6.50% |
| Home Rule Sales Tax | $7,451,806 | **$8,107,000** | $8,347,000 | **($240,000)** | $8,132,962 | 2.63% | $8,107,000 | 0.00% |
| Sewer User Fees | $6,186,474 | **$6,650,000** | $7,012,970 | **($362,970)** | $6,236,979 | 12.44% | $6,650,000 | 0.00% |
| Income Tax | $3,927,489 | **$4,127,490** | $3,580,000 | **$547,490** | $3,539,479 | 1.14% | $4,000,000 | 3.19% |
| Telecommunication Tax | $1,506,913 | **$1,650,000** | $1,865,000 | **($215,000)** | $1,910,837 | -2.40% | $1,650,000 | 0.00% |
| Replacement Tax | $2,267,380 | **$2,380,415** | $2,095,415 | **$285,000** | $2,155,966 | -2.81% | $2,380,415 | 0.00% |
| Utility Taxes | $2,832,656 | **$3,030,850** | $3,286,850 | **($256,000)** | $2,790,928 | 0.00% | $3,030,850 | 0.00% |
| Food/Liquor Tax | $1,846,651 | **$2,025,000** | $2,025,000 | **$0** | $1,918,279 | 5.56% | $2,050,000 | -1.22% |
| **Total** | **$56,284,845** | **$60,056,100** | **$60,277,580** | **($221,480)** | **$57,712,494** | 4.44% | **$59,465,170** | 0.99% |

NOTE: State of Illinois is two 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