



MOLINE CITY COUNCIL AGENDA

Tuesday, March 10, 2015

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

Invocation – Alderman Acri

Roll Call

Consent Agenda

All items under the consent agenda will be enacted by one motion. There will be no separate discussions of these items unless a Council Member so requests, in which case, the item will be moved from the Consent Agenda and considered as the first item after the Omnibus Vote.

Approval of Minutes

Committee-of-the-Whole and Council meeting minutes of March 3, 2015.

COUNCIL MEMBER	PRESENT	ABSENT
Knaack		
Parker		
Triebel		
Zelnio		
Turner		
Schoonmaker		
Liddell		
Acri		
Mayor Raes		

Second Reading Ordinances

1. Council Bill/General Ordinance 3005-2015

An Ordinance enlarging corporate limits of the City of Moline by annexing thereto a certain parcel of land in Rock Island County particularly described as 1522 36th Avenue.

Explanation: The City has received a petition of annexation filed by the owners of record of 1522 36th Avenue. Said territory is not within the corporate limits of any municipality but is contiguous to the City of Moline. Proper notice has been given to South Moline Township and its Boards and Commissioners of the pending annexations. Staff has found this annexation to be in the best interests of the City. Additional documentation attached.

Fiscal Impact: N/A

Public Notice/Recording: Public notice given on February 15, 2015

2. Council Bill/General Ordinance 3006-2015

An Ordinance enlarging corporate limits of the City of Moline by annexing thereto a certain parcel of land in Rock Island County particularly described as 3727 15th Street D.

Explanation: The City has received a petition of annexation filed by the owners of record of 3727 15th Street D. Said territory is not within the corporate limits of any municipality but is contiguous to the City of Moline. Proper notice has been given to South Moline Township and its Boards and Commissioners of the pending annexations. Staff has found this annexation to be in the best interests of the City.

Fiscal Impact: N/A

Public Notice/Recording: Public notice given on February 15, 2015

3. Council Bill/General Ordinance 3007-2015

An Ordinance enlarging corporate limits of the City of Moline by annexing thereto a certain parcel of land in Rock Island County particularly described as 3815 15th Street D.

Explanation: The City has received a petition of annexation filed by the owners of record of 3815 15th Street D. Said territory is not within the corporate limits of any municipality but is contiguous to the City of Moline. Proper notice has been given to South Moline Township and its Boards and Commissioners of the pending

annexations. Staff has found this annexation to be in the best interests of the City.

Fiscal Impact: N/A

Public Notice/Recording: Public notice given on February 15, 2015

4. Council Bill/General Ordinance 3008-2015

An Ordinance enlarging corporate limits of the City of Moline by annexing thereto a certain parcel of land in Rock Island County particularly described as 3823 15th Street D.

Explanation: The City has received a petition of annexation filed by the owners of record of 3823 15th Street D. Said territory is not within the corporate limits of any municipality but is contiguous to the City of Moline. Proper notice has been given to South Moline Township and its Boards and Commissioners of the pending annexations. Staff has found this annexation to be in the best interests of the City.

Fiscal Impact: N/A

Public Notice/Recording: Public notice given on February 15, 2015

5. Council Bill/Special Ordinance 4004-2015

A Special Ordinance authorizing the Mayor and City Clerk to execute a Consent Agreement between the City of Moline and GTP Acquisition Partners II, LLC to permit a sublease to Speedconnect, LLC for City-owned property located at 4213 16th Avenue.

Explanation: The City of Moline has a site license agreement with GTP Acquisition Partners II, LLC (Lessee), that allows GTP to locate and operate a cellular tower and cellular facilities on City-owned property located at 4213 16th Avenue. The Lessee has requested to sublease space on the tower at the site to Speedconnect, LLC. Such a sublease is allowed by the site license agreement with the consent of the City. Speedconnect would be the fourth user to the site and the City would receive 50% of the gross receipts from this collocation. Additional documentation attached.

Fiscal impact: 50% of GTP Acquisition Partners II, LLC's gross receipts from Speedconnect, LLC to the City

Public Notice/Recording: N/A

6. Council Bill/Special Ordinance 4005-2015

A Special Ordinance authorizing the Mayor and City Clerk to execute a Consent Agreement between the City of Moline and GTP Acquisition Partners II, LLC to permit a modification of equipment for AT&T Mobility for City-owned property located at 4213 16th Avenue.

Explanation: The City of Moline has a site license agreement with GTP Acquisition Partners II, LLC (Lessee), to allow cellular facilities on City-owned property located at 4213 16th Avenue. The Lessee has notified the City that AT&T Mobility would like to modify its existing equipment at the site. AT&T is adding three remote radio units, and removing five existing panel antennas and replacing them with five new panels at the same mount height. All equipment will be at the same height as existing. Additional documentation attached.

Fiscal impact: N/A

Public Notice/Recording: N/A

Resolutions

7. Council Bill/Resolution 1030-2015

A Resolution authorizing the Mayor and City Clerk to execute a Funding Agreement between Rock Island Economic Growth Corporation and the City of Moline for the City's receipt of a portion of funds awarded to the Rock Island Economic Growth Corporation from Illinois Attorney General National Foreclosure Settlement Funds; and authorizing the Mayor to execute a consent to a Construction Escrow Agreement between Rock Island Growth Corporation and Meridian Title Company for the disbursement of said funds in the amount of \$250,000 to the City of Moline.

Explanation: Rock Island Economic Growth Corporation has been awarded \$3,500,000 from the Illinois Attorney General National Foreclosure Settlement Funds awarded to Rock Island Economic Growth Corporation pursuant to Court-Ordered Cy Pres in: *United States of America, et al. v Bank of America Corp., et al.*, No. 12-cv-0361; U.S. District Court for the District of Columbia and has engaged the City of Moline as a

Funded Partner to receive \$250,000 to build a new single-family home from said funds. The City wishes to execute a Funding Agreement for the City’s receipt of said funds, in addition to a consent to a Construction Escrow Agreement made between Rock Island Economic Growth Corporation and Meridian Title Company to assist with the disbursement of the overall funds. Additional documentation attached.

Fiscal Impact: City’s receipt of award funds in the amount of \$250,000
Public Notice/Recording: N/A

8. Council Bill/Resolution 1031-2015

A Resolution authorizing the Mayor and City Clerk to adopt the City of Moline Community Development Block Grant Program Policies and Procedures Manual Amendments to Section III(A), “Introduction;” Section III(B)(vi), “Eligible Items Under the Emergency Forgivable Loan Criteria;” and Section III(B)(v), “Eligible Items and Rehabilitations Standards.”

Explanation: In 2008, the Citizens Advisory Council on Urban Policy (“CACUP”) adopted a Community Development Block Grant Program Policies and Procedures Manual (“Manual”) and the City Council approved same pursuant to Council Bill/Resolution No. 1185-2008. The Manual was subsequently amended by Council Bill/Resolution No. 1181-2013. CACUP recently met on February 2, 2015, and approved three key amendments to the current Manual. City staff now seeks approval from Council to implement these amendments. Additional documentation attached.

Fiscal Impact: N/A
Public Notice/Recording: N/A

9. Council Bill/Resolution 1032-2015

A Resolution authorizing approval of Change Order #1 with Leander Construction, Inc. for the Water Treatment Plant UV Disinfection Facilities and Filter Media Replacement Project, in the amount of \$62,840.22.

Explanation: This project has reached substantial completion and approval of a change order is required to adjust the contract amount to reflect added scope work that was performed by the contractor during the course of the project. The Committee-of-the-Whole was advised of the need to address the unforeseen filter media conditions during the August 26, 2014 meeting due to the cost associated with this work. The change order increases the original contract value of \$809,000.00 to \$871,840.22. Additional documentation attached.

Fiscal Impact:

Additional Work	Cost	Reason
Unforeseen Filter Media Conditions	\$50,000.00	Remove severely encrusted and fused filter media
Filter Under Drain Repairs	\$958.55	Repair defects in existing filter under drains
Modify Electrical Connections at UV Units	\$3,502.17	Enhance employee safety during maintenance
Paint Additional Existing Piping	\$8,379.50	Extend pipe life and color-code to match new pipe
Total	\$62,840.22	

Public Notice/Recording: N/A

10. Council Bill/Resolution 1033-2015

A Resolution authorizing the Mayor and City Clerk to execute Temporary Technical Assistance Agreements with Missman, Inc., Shive-Hattery, Inc., TEAM Services, and American Testing and Engineering, LLC to help the Engineering Division implement the FY 2015 Capital Improvement Program.

Explanation: The City enters into several “Temporary Technical Assistance” agreements annually with local engineering firms to establish hourly rates for engineering services. These services are used to handle overflow engineering work and provide expertise that City staff does not possess.

Fiscal Impact: Funds are budgeted in account #510-9957-438.03-22

OMNIBUS VOTE		
Council Member	Aye	Nay
Acri		
Knaack		
Parker		
Triebel		
Zelnio		
Turner		
Schoonmaker		
Liddell		
Mayor Raes		

Omnibus Vote

Non - Consent Agenda

Resolutions

11. Council Bill/Resolution 1034-2015

A Resolution authorizing the Mayor and City Clerk to execute a contract with Langman Construction, Inc. for Project #1223, 2015 Residential Resurfacing Program, in the amount of \$838,306.82.

Explanation: Project #1223 includes the pavement patching and asphalt resurfacing of 25th Avenue from 27th Street to 30th Street, 28th Street from 24 Avenue to 25th Avenue A, 32nd Avenue east of 7th Street, 34th Avenue east of 7th Street, and 44th Street from 18th Avenue to 20th Avenue. Bids were opened and publicly read on February 17, 2015 for Project #1223 with the following results:

\$838,306.82	Langman Construction, Inc.
\$858,888.00	Valley Construction Company
\$871,099.00	General Asphalt Construction Company
\$907,925.95	Walter D. Laud, Inc.
\$998,287.32	McCarthy Improvement Company
\$1,020,342.35	Brandt Construction Co.

CB 1034		
Council Member	Aye	Nay
Acri		
Knaack		
Parker		
Triebel		
Zelnio		
Turner		
Schoonmaker		
Liddell		
Mayor Raes		

Fiscal Impact: Funds are budgeted and available as identified below:

ACCOUNT	BUDGETED	AS-BID	
Utility Tax	1,145,000.00	811,381.82	510-9957-438.08-10
Water	15,000.00	4,725.00	310-1716-434.04-25
WPC	13,000.00	9,650.00	320-1840-433.04-25
Storm	23,000.00	12,550.00	330-1971-433.08-35
	\$1,196,000.00	\$838,306.82	

Public Notice/Recording: N/A

12. Council Bill/Resolution 1035-2015

A Resolution authorizing the Mayor and City Clerk to execute a contract with Emery Construction, Group, Inc. for Project #1217, 2015 Sidewalk Replacement Program, in the amount of \$117,220.00.

Explanation: The 2015 Capital Improvement Plan budget plan includes \$80,000 for the 75/25 Sidewalk Replacement Program and \$50,000 for bringing sidewalk ramps into compliance with the Americans with Disabilities Act. Bids were opened and publicly read on February 10, 2015 for Project #1217 with the following results:

\$117,220.00	Emery Construction Group, Inc.
\$135,260.00	Centennial Contractors of the Quad Cities, Inc.
\$153,320.00	Valley Construction Company
\$176,020.00	Walter D. Laud, Inc.

CB 1035		
Council Member	Aye	Nay
Acri		
Knaack		
Parker		
Triebel		
Zelnio		
Turner		
Schoonmaker		
Liddell		
Mayor Raes		

Fiscal Impact:

ACCOUNT	BUDGETED	AS-BID	
CIP	130,000.00	117,220.00	510-9957-438.08-17
Water			310-1716-434.04-25
WPC			320-1840-433.04-20
Storm			330-1971-433.08-35
	\$130,000.00	\$117,220.00	

First Reading Ordinances

13. Council Bill/General Ordinance 3009-2015

An Ordinance amending Chapter 29, “SUBDIVISIONS,” of the Moline Code of Ordinances, by repealing said chapter in its entirety and reserving the chapter for future use; and amending Chapter 35, “ZONING AND LAND DEVELOPMENT,” of the Moline Code of Ordinances, by repealing its table of contents and Articles I, II, and IV in their entirety and enacting in lieu thereof one new table of contents and new Articles I, II, and IV dealing with the same subject matter.

Explanation: On January 14, 2014, the City entered into a Professional Service Agreement with James Duncan Associates, Inc. to prepare a comprehensive update to Chapter 29, “Subdivisions,” of the Moline Code of Ordinances. A Steering Committee comprised of City staff and Plan Commissioners worked together with the consultant to review and recommend updates to said chapter. The Committee recommended merging updated subdivision standards into the Zoning and Land Development Code at Chapter 35 and creating a non-codified Policies and Procedures document to simplify and streamline the subdivision application and development process in Moline. On January 28, 2015, the Plan Commission held a public hearing and recommended approval of the proposed amendments.

Fiscal Impact: N/A

Public Notice/Recording: Notice published January 10, 2015; January 11, 2015; January 13, 2015

Miscellaneous Business (if necessary)

Public Comment

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

Executive Session (if necessary)

Council Bill/General Ordinance No. 3005-2015
Sponsor: _____

AN ORDINANCE

ENLARGING corporate limits of the City of Moline by annexing thereto a certain parcel of land in Rock Island County particularly described hereinbelow:

1522 36th Avenue.

WHEREAS, a written petition has been made to the City of Moline that there be annexed to the City of Moline, Illinois, a certain territory hereinafter described; and

WHEREAS, said petition states that the same is filed by the owners of record of all land within said territory and no electors reside thereon; and

WHEREAS, said petition is duly sworn to; and

WHEREAS, said territory is not within the corporate limits of any municipality but is contiguous to the City of Moline; and

WHEREAS, due notice has been given to South Moline Township, South Moline Township Board of Trustees, South Moline Township Fire Protection Board, and the South Moline Township Road Commissioner of the pending annexation, and an affidavit attesting service of said notice has been recorded by the Rock Island County Recorder of Deeds; and

WHEREAS, it appears that the statements of said petition are true and same is filed by owner of record of all land within said territory and no electors reside thereon, and that it will be in the best interests of the City to annex said territory thereto.

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

Section 1 – That the following described territory being indicated on an accurate map of the annexed territory, which map is attached hereto and incorporated herein as Exhibit A, is hereby annexed to the City of Moline, Illinois:

Lot Number Six (6) in “John G. Scheuermann’s 3rd Addition”, according to the recorded plat thereof, located in the Southeast Quarter (¼) of Section Eight (8), in Township Seventeen (17) North, Range One (1) West of the Fourth Principal Meridian; situated in the County of Rock Island and State of Illinois.

Section 2 – That the area above described and annexed shall be and hereby becomes a part of Ward 3 upon the effective date hereof.

Section 3 – That the City Clerk is hereby directed to record with the Rock Island County Recorder of Deeds and to file with the Rock Island County Clerk certified copies of this ordinance together with Exhibit A.

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

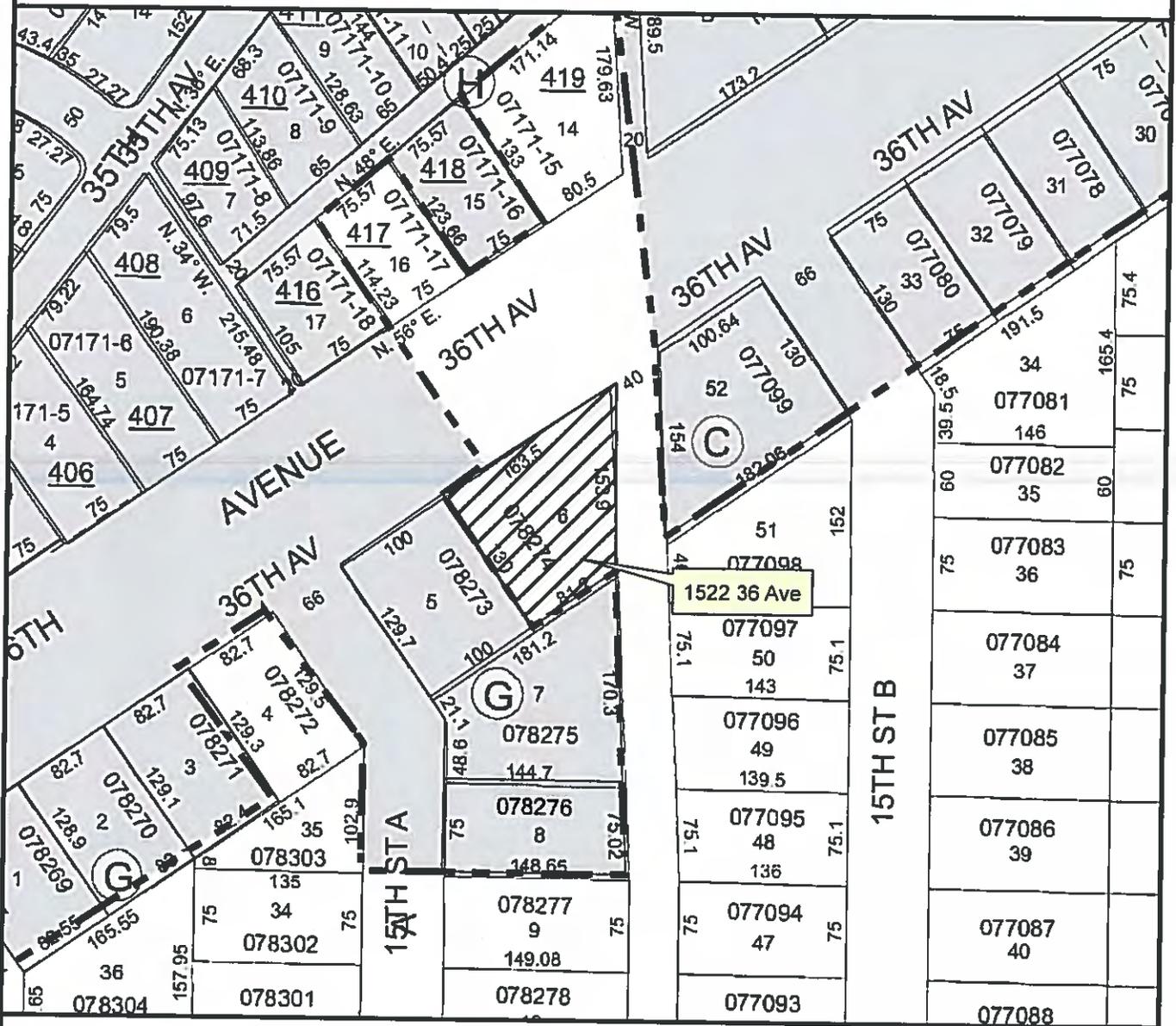
Approved: _____

Attest: _____
City Clerk

Approved as to Form:

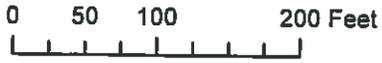
City Attorney

PLAT OF ANNEXATION to the City of Moline, Illinois



Legend

- Parcels
- Existing Corporate Limits
- Tract to be Annexed



This plat represents property annexed by the City of Moline by Ordinance No. _____ passed _____, 20____.

Scott Hinton
 Scott Hinton, P.E., City Engineer

Prepared by the City of Moline
 Planning & Development Department

Council Bill/General Ordinance No. 3005-2015
Sponsor: _____

AN ORDINANCE

ENLARGING corporate limits of the City of Moline by annexing thereto a certain parcel of land in Rock Island County particularly described hereinbelow:

1522 36th Avenue.

WHEREAS, a written petition has been made to the City of Moline that there be annexed to the City of Moline, Illinois, a certain territory hereinafter described; and

WHEREAS, said petition states that the same is filed by the owners of record of all land within said territory and no electors reside thereon; and

WHEREAS, said petition is duly sworn to; and

WHEREAS, said territory is not within the corporate limits of any municipality but is contiguous to the City of Moline; and

WHEREAS, due notice has been given to South Moline Township, South Moline Township Board of Trustees, South Moline Township Fire Protection Board, and the South Moline Township Road Commissioner of the pending annexation, and an affidavit attesting service of said notice has been recorded by the Rock Island County Recorder of Deeds; and

WHEREAS, it appears that the statements of said petition are true and same is filed by owner of record of all land within said territory and no electors reside thereon, and that it will be in the best interests of the City to annex said territory thereto.

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

Section 1 – That the following described territory being indicated on an accurate map of the annexed territory, which map is attached hereto and incorporated herein as Exhibit A, is hereby annexed to the City of Moline, Illinois:

Lot Number Six (6) in “John G. Scheuermann’s 3rd Addition”, according to the recorded plat thereof, located in the Southeast Quarter (¼) of Section Eight (8), in Township Seventeen (17) North, Range One (1) West of the Fourth Principal Meridian; situated in the County of Rock Island and State of Illinois.

Section 2 – That the area above described and annexed shall be and hereby becomes a part of Ward 3 upon the effective date hereof.

Section 3 – That the City Clerk is hereby directed to record with the Rock Island County Recorder of Deeds and to file with the Rock Island County Clerk certified copies of this ordinance together with Exhibit A.

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

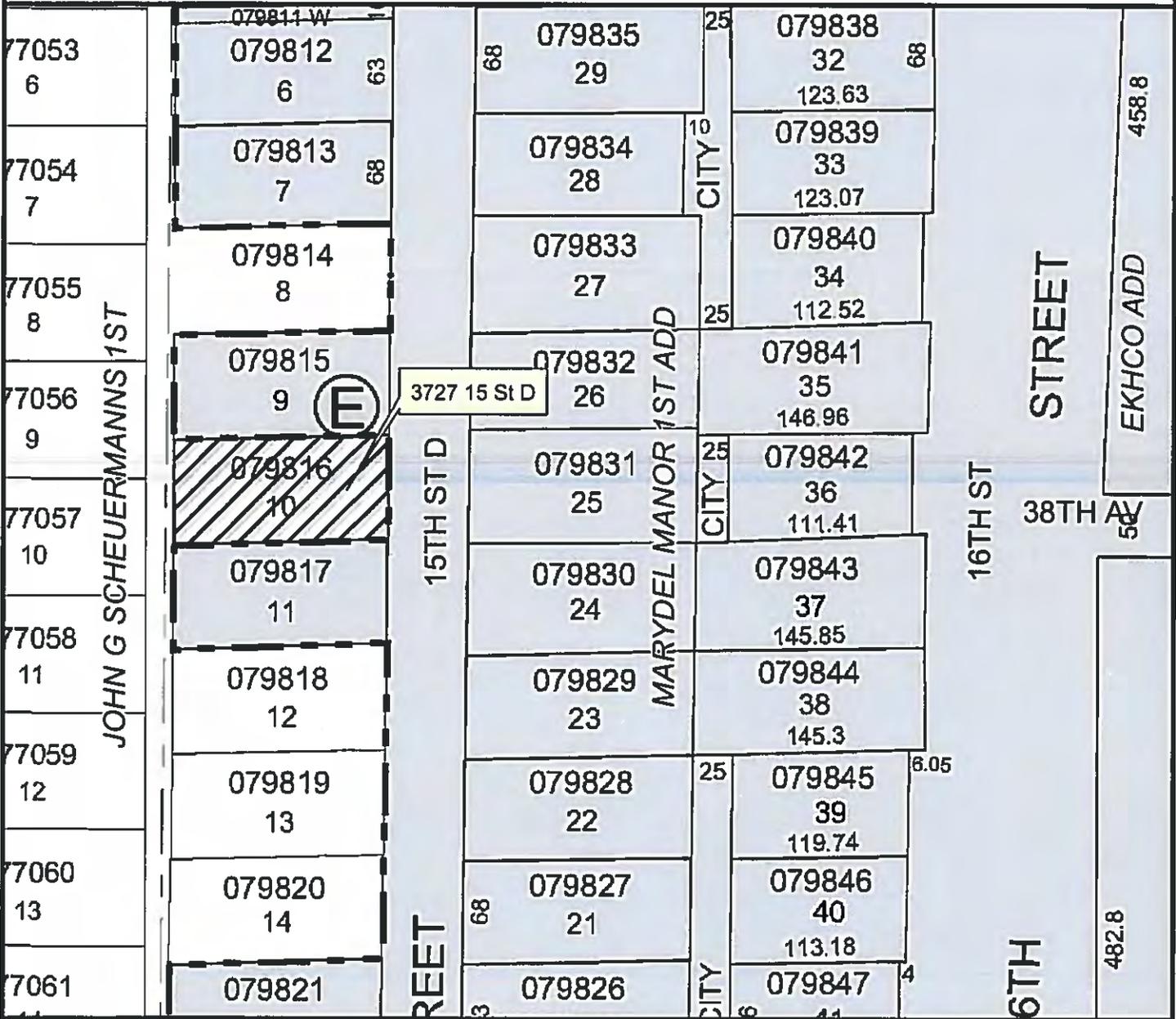
Approved: _____

Attest: _____
City Clerk

Approved as to Form:

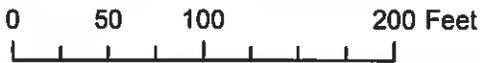
City Attorney

PLAT OF ANNEXATION to the City of Moline, Illinois



Legend

- Parcels
- Existing Corporate Limits
- Tract to be Annexed



This plat represents property annexed by the City of Moline by Ordinance No. _____ passed _____, 20____.

Scott Hinton, P.E., City Engineer

Prepared by the City of Moline Planning & Development Department

Council Bill/General Ordinance No. 3007-2015
Sponsor: _____

AN ORDINANCE

ENLARGING corporate limits of the City of Moline by annexing thereto a certain parcel of land in Rock Island County particularly described hereinbelow:

3815 15th Street D.

WHEREAS, a written petition has been made to the City of Moline that there be annexed to the City of Moline, Illinois, a certain territory hereinafter described; and

WHEREAS, said petition states that the same is filed by the owners of record of all land within said territory and no electors reside thereon; and

WHEREAS, said petition is duly sworn to; and

WHEREAS, said territory is not within the corporate limits of any municipality but is contiguous to the City of Moline; and

WHEREAS, due notice has been given to South Moline Township, South Moline Township Board of Trustees, South Moline Township Fire Protection Board, and the South Moline Township Road Commissioner of the pending annexation, and an affidavit attesting service of said notice has been recorded by the Rock Island County Recorder of Deeds; and

WHEREAS, it appears that the statements of said petition are true and same is filed by owner of record of all land within said territory and no electors reside thereon, and that it will be in the best interests of the City to annex said territory thereto.

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

Section 1 – That the following described territory being indicated on an accurate map of the annexed territory, which map is attached hereto and incorporated herein as Exhibit A, is hereby annexed to the City of Moline, Illinois:

Lot #14 of Marydel Manor First Addition to the City of Moline, located in the City of Moline, County of Rock Island, and State of Illinois.

Section 2 – That the area above described and annexed shall be and hereby becomes a part of Ward 3 upon the effective date hereof.

Section 3 – That the City Clerk is hereby directed to record with the Rock Island County Recorder of Deeds and to file with the Rock Island County Clerk certified copies of this ordinance together with Exhibit A.

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

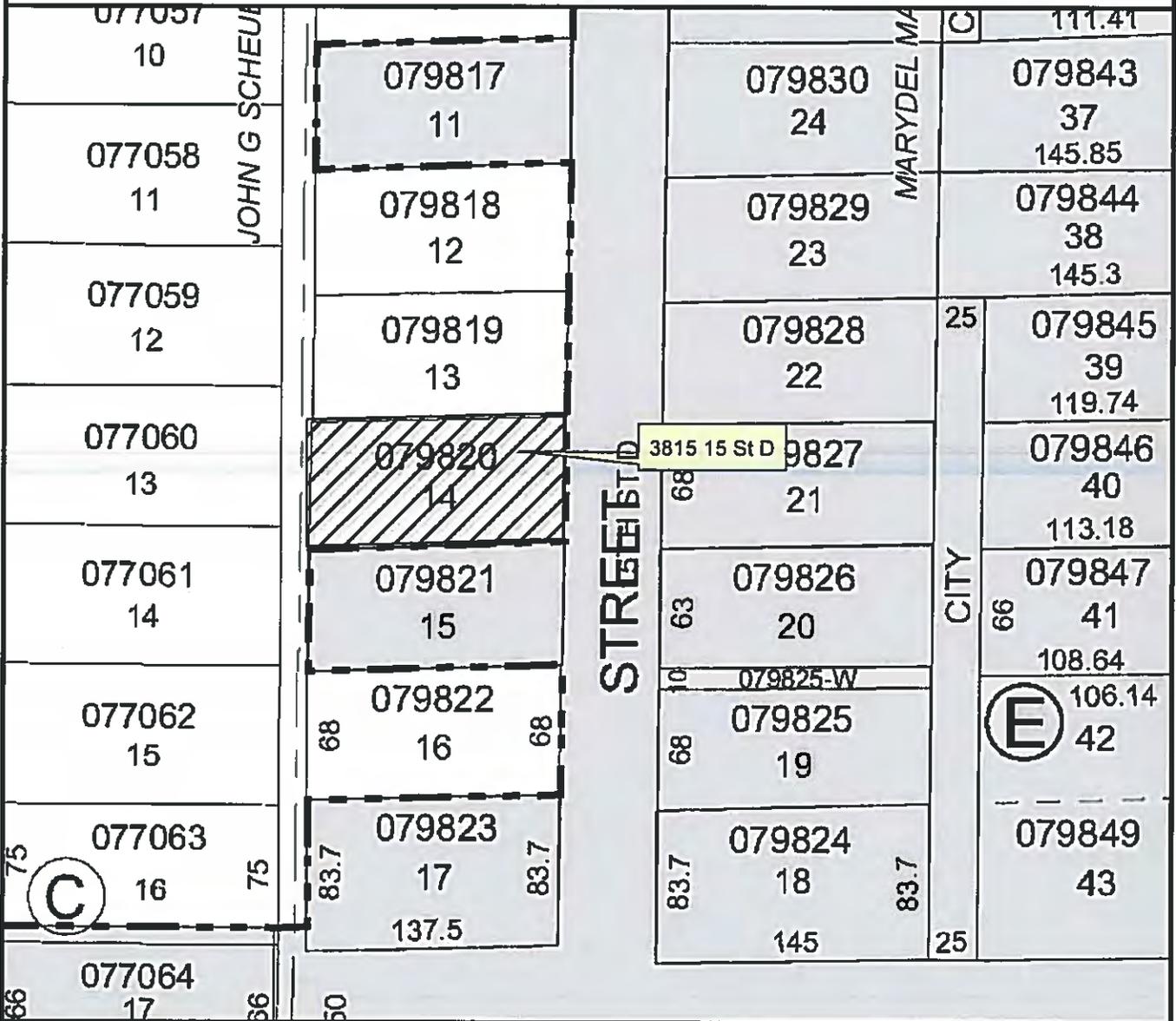
Approved: _____

Attest: _____
City Clerk

Approved as to Form:

City Attorney

PLAT OF ANNEXATION to the City of Moline, Illinois



Legend

- Parcels
- Existing Corporate Limits
- Tract to be Annexed



This plat represents property annexed by the City of Moline by Ordinance No. _____

passed _____, 20____.

Scott Hinton, P.E., City Engineer

Prepared by the City of Moline
Planning & Development Department

Council Bill/General Ordinance No. 3008-2015

Sponsor: _____

AN ORDINANCE

ENLARGING corporate limits of the City of Moline by annexing thereto a certain parcel of land in Rock Island County particularly described hereinbelow:

3823 15th Street D.

WHEREAS, a written petition has been made to the City of Moline that there be annexed to the City of Moline, Illinois, a certain territory hereinafter described; and

WHEREAS, said petition states that the same is filed by the owners of record of all land within said territory and no electors reside thereon; and

WHEREAS, said petition is duly sworn to; and

WHEREAS, said territory is not within the corporate limits of any municipality but is contiguous to the City of Moline; and

WHEREAS, due notice has been given to South Moline Township, South Moline Township Board of Trustees, South Moline Township Fire Protection Board, and the South Moline Township Road Commissioner of the pending annexation, and an affidavit attesting service of said notice has been recorded by the Rock Island County Recorder of Deeds; and

WHEREAS, it appears that the statements of said petition are true and same is filed by owner of record of all land within said territory and no electors reside thereon, and that it will be in the best interests of the City to annex said territory thereto.

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

Section 1 – That the following described territory being indicated on an accurate map of the annexed territory, which map is attached hereto and incorporated herein as Exhibit A, is hereby annexed to the City of Moline, Illinois:

Lot Number Sixteen (16) in Marydel Manor First Addition, a Subdivision in the Southwest Quarter (SW ¼) of Section Nine (9), in Township Seventeen (17) North, Range One (1) West of the Fourth (4th) Principal Meridian; also an undivided one-ninth interest in the well located between Lots Nineteen (19) and Twenty (20) in the aforementioned subdivision.

Section 2 – That the area above described and annexed shall be and hereby becomes a part of Ward 3 upon the effective date hereof.

Section 3 – That the City Clerk is hereby directed to record with the Rock Island County Recorder of Deeds and to file with the Rock Island County Clerk certified copies of this ordinance together with Exhibit A.

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

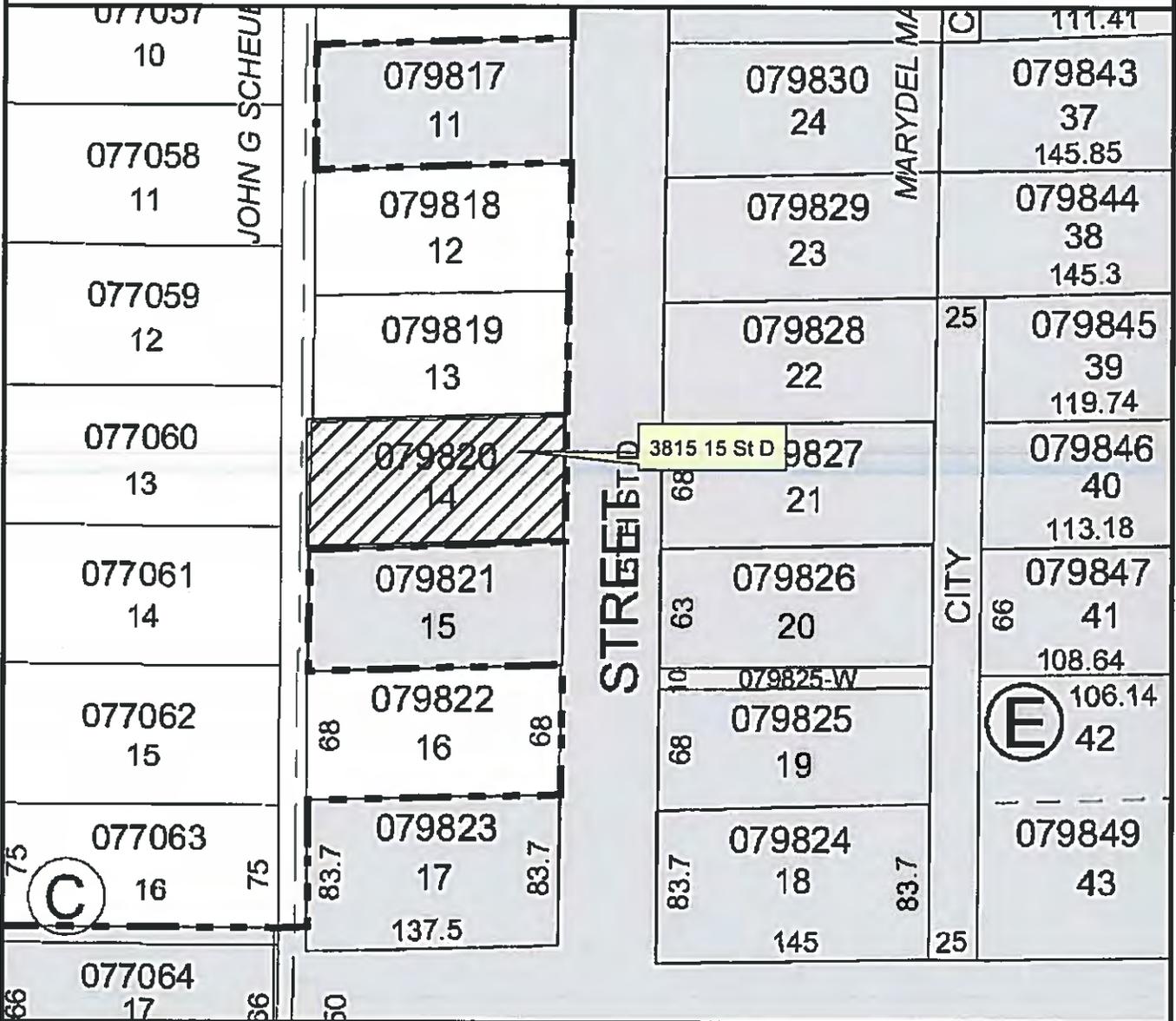
Approved: _____

Attest: _____
City Clerk

Approved as to Form:

City Attorney

PLAT OF ANNEXATION to the City of Moline, Illinois



Legend

- Parcels
- Existing Corporate Limits
- Tract to be Annexed



This plat represents property annexed by the City of Moline by Ordinance No. _____

passed _____, 20____.

Scott Hinton, P.E., City Engineer

Prepared by the City of Moline
Planning & Development Department

Council Bill/General Ordinance No. 3008-2015

Sponsor: _____

AN ORDINANCE

ENLARGING corporate limits of the City of Moline by annexing thereto a certain parcel of land in Rock Island County particularly described hereinbelow:

3823 15th Street D.

WHEREAS, a written petition has been made to the City of Moline that there be annexed to the City of Moline, Illinois, a certain territory hereinafter described; and

WHEREAS, said petition states that the same is filed by the owners of record of all land within said territory and no electors reside thereon; and

WHEREAS, said petition is duly sworn to; and

WHEREAS, said territory is not within the corporate limits of any municipality but is contiguous to the City of Moline; and

WHEREAS, due notice has been given to South Moline Township, South Moline Township Board of Trustees, South Moline Township Fire Protection Board, and the South Moline Township Road Commissioner of the pending annexation, and an affidavit attesting service of said notice has been recorded by the Rock Island County Recorder of Deeds; and

WHEREAS, it appears that the statements of said petition are true and same is filed by owner of record of all land within said territory and no electors reside thereon, and that it will be in the best interests of the City to annex said territory thereto.

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

Section 1 – That the following described territory being indicated on an accurate map of the annexed territory, which map is attached hereto and incorporated herein as Exhibit A, is hereby annexed to the City of Moline, Illinois:

Lot Number Sixteen (16) in Marydel Manor First Addition, a Subdivision in the Southwest Quarter (SW ¼) of Section Nine (9), in Township Seventeen (17) North, Range One (1) West of the Fourth (4th) Principal Meridian; also an undivided one-ninth interest in the well located between Lots Nineteen (19) and Twenty (20) in the aforementioned subdivision.

Section 2 – That the area above described and annexed shall be and hereby becomes a part of Ward 3 upon the effective date hereof.

Section 3 – That the City Clerk is hereby directed to record with the Rock Island County Recorder of Deeds and to file with the Rock Island County Clerk certified copies of this ordinance together with Exhibit A.

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

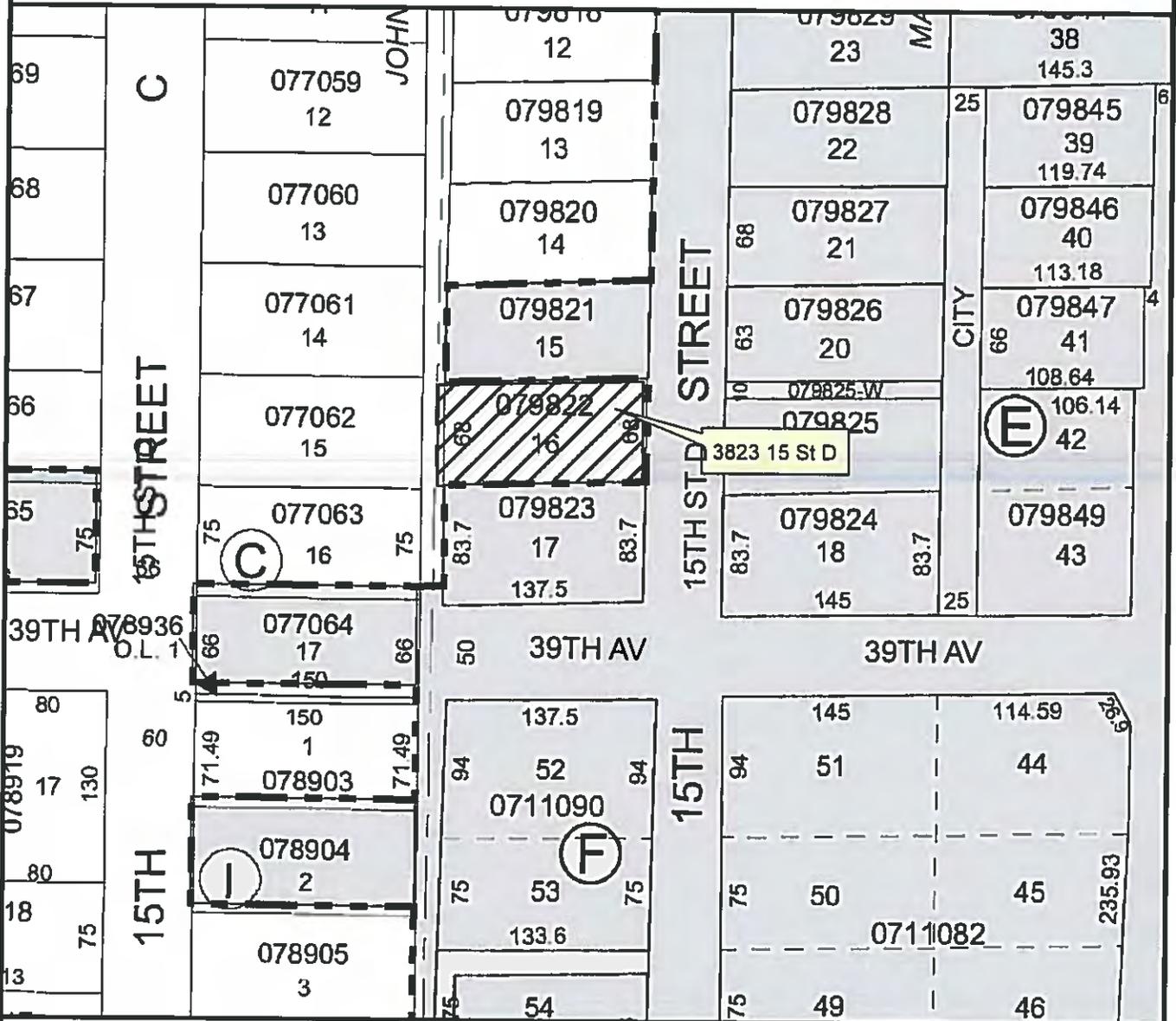
Approved: _____

Attest: _____
City Clerk

Approved as to Form:

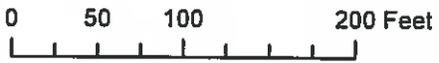
City Attorney

PLAT OF ANNEXATION to the City of Moline, Illinois



Legend

- Parcels
- Existing Corporate Limits
- Tract to be Annexed



This plat represents property annexed by the City of Moline by Ordinance No. _____ passed _____, 20__.

Scott Hinton
 Scott Hinton, P.E., City Engineer

Prepared by the City of Moline
 Planning & Development Department

Council Bill/Resolution No. 4004-2015

Sponsor: _____

A SPECIAL ORDINANCE

AUTHORIZING the Mayor and City Clerk to execute a Consent Agreement between the City of Moline and GTP Acquisition Partners II, LLC to permit a sublease to Speedconnect, LLC for City-owned property located at 4213 16th Avenue.

WHEREAS, on July 5, 2000, the City executed a Site License Agreement (Ground Lease) with Illinois PCS for its placement of antenna facilities on City-owned property located 4213 16th Avenue; and

WHEREAS, in 2005, GTP Acquisition Partners II, LLC (GTP) took assignment of the Ground Lease; and

WHEREAS, GTP has requested to sublease space on the tower at the site to Speedconnect, LLC (Speedconnect) under which Speedconnect will place tower equipment at the site and utilize an existing shelter for a 6' x6' ground space; such a sublease is allowed by the Ground Lease with the consent of the City; and

WHEREAS, City staff has received and reviewed the plans for the Speedconnect collocation and finds them to be acceptable.

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

That the Mayor and City Clerk are hereby authorized to execute a Consent Agreement between the City of Moline and GTP Acquisition Partners II, LLC to permit a sublease to Speedconnect, LLC for City-owned property located at 4213 16th Avenue; provided, however, that said Agreement is in substantially similar 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.

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____
City Clerk

Approved as to Form:

City Attorney



AMERICAN TOWER*
CORPORATION

VIA E-Mail – cmathias@moline.il.us

February 10, 2015

City of Moline
619 Sixteenth Street
Moline, IL 61265

RE: **Site License Agreement dated July 5, 2000 (the "License")**
Speedconnect LLC at Optimist Park - Site #371067 / Project #608201
4213 16th Ave, Moline, IL (the "Site")
Request for Consent

Dear Property Owner:

The purpose of this letter is to request your consent to a proposed sublease between **Speedconnect LLC**, its successors, assigns, parents, affiliates and subsidiaries ("Speedconnect"), and **GTP Acquisition Partners II, LLC** at the communications tower located on your property. GTP Acquisition Partners II, LLC will continue to be responsible for performance of all obligations under the License with you. Further, all of the terms and condition found in Section 18b(i)-(iv) have been sufficiently satisfied in American Tower's reasonable determination. Speedconnect is proposing to place tower equipment at a mount height of 170' and use a 6' x 6' ground space. Since the 6' x 6' ground space that SpeedConnect will be using is contained within an existing 7' x 8' shelter and is not taking any new ground space, the requirement that Speedconnect enter into a separate ground lease with the City of Moline, found in section 18 of the License, is waived. Speedconnect will be the Fourth User and per the License, you will receive 50% of the gross receipts from this collocation. Please acknowledge your approval to this installation by signing and dating the two (2) enclosed originals as provided in the space below and returning one immediately. Please keep the other original for your records. If you have any questions, please do not hesitate to call me at 781-926-4998 or e-mail me at ryan.oatis@americantower.com.

Thank you for your attention to this matter.

Sincerely,

Ryan Oatis
Attorney I – US Tower Legal
American Tower Corporation



AMERICAN TOWER[®]
CORPORATION

I acknowledge and agree to a sublease between Speedconnect, its successors, assigns, parents, affiliates and subsidiaries, and GTP Acquisition Partners II, LLC at the aforereferenced communications tower. This consent shall apply to any and all approvals and notices related to the sublease of Speedconnect, its successors, assigns, parents, affiliates and subsidiaries, at the tower site including, but not limited to, notice of construction, construction approvals and approval of the sublease. This consent is not a representation that such installation is in compliance with all applicable governmental laws, ordinance, rules and regulations or that such facilities will not cause interference with other communication systems.

ATTEST

NAME

DATE

Approved as to form:

City Attorney

Council Bill/Resolution No. 4005-2015

Sponsor: _____

A SPECIAL ORDINANCE

AUTHORIZING the Mayor and City Clerk to execute a Consent Agreement between the City of Moline and GTP Acquisition Partners II, LLC to permit a modification of equipment for AT&T Mobility for City-owned property located at 4213 16th Avenue.

WHEREAS, on July 5, 2000, the City executed a Site License Agreement (Ground Lease) with Illinois PCS for its placement of antenna facilities on City-owned property located at 4213 16th Avenue; and

WHEREAS, in 2005, GTP Acquisition Partners II, LLC (GTP) took assignment of the Ground Lease; and

WHEREAS, GTP recently informed the City that AT&T Mobility (AT&T) would like to modify its equipment at the site; and

WHEREAS, AT&T is proposing to add three remote radio units, and remove five existing panel antennas and replace them with five new panels at the same mount height; and

WHEREAS, City staff has received and reviewed the plans for the AT&T modification and finds them to be acceptable.

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

That the Mayor and City Clerk are hereby authorized to execute a Consent Agreement between the City of Moline and GTP Acquisition Partners II, LLC to permit a modification of equipment for AT&T Mobility for City-owned property located at 4213 16th Avenue; provided, however, that said Agreement is in substantially similar 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.

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____

City Clerk

Approved as to Form:

City Attorney



AMERICAN TOWER®
CORPORATION

VIA E-Mail – cmathias@moline.il.us

February 10, 2015

City of Moline
619 Sixteenth Street
Moline, IL 61265

**RE: Site License Agreement dated July 5, 2000 (the "License")
AT&T Mobility at Optimist Park - Site #371067 / Project #608290
4213 16th Ave, Moline, IL (the "Site")
Request for Consent**

Dear Property Owner:

The purpose of this letter is to request your consent to a proposed modification of equipment by **AT&T Mobility**, its successors, assigns, parents, affiliates and subsidiaries, at the Site referenced above.

As you may be aware, AT&T is already an existing tenant at the Site and they now desire to modify their current equipment. AT&T is removing five existing panel antennas and replacing them with five new panels at the same mount height. AT&T is also adding 3 Remote Radio Units at the same mount height. Thus, we are requesting your permission for this modification as is required by the License.

GTP Acquisition Partners II, LLC will continue to be responsible for performance of all obligations under the License with you. Please acknowledge your approval to this installation by signing and dating the two (2) enclosed originals as provided in the space below and returning one immediately. Please keep the other original for your records. If you have any questions, please do not hesitate to call me at 781-926-4998 or e-mail me at ryan.oatis@americantower.com.

Thank you for your attention to this matter.

Sincerely,

Ryan Oatis
Attorney I
American Tower Corporation



AMERICAN TOWER[®]
CORPORATION

I acknowledge and agree to the proposed modifications by AT&T, its successors, assigns, parents, affiliates and subsidiaries, and at the aforereferenced communications tower. This consent shall apply to any and all approvals and notices related to the modifications of AT&T, its successors, assigns, parents, affiliates and subsidiaries, at the tower site including, but not limited to, notice of construction, construction approvals. This consent is not a representation that such installation is in compliance with all applicable governmental laws, ordinance, rules and regulations or that such facilities will not cause interference with other communication systems.

ATTEST

NAME

DATE

Approved as to form:

City Attorney

Council Bill/Resolution No. 1030-2015

Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute a Funding Agreement between Rock Island Economic Growth Corporation and the City of Moline for the City's receipt of a portion of funds awarded to Rock Island Economic Growth Corporation from Illinois Attorney General National Foreclosure Settlement Funds; and

AUTHORIZING the Mayor to execute a consent to a Construction Escrow Agreement between Rock Island Economic Growth Corporation and Meridian Title Company for the disbursement of said funds in the amount of \$250,000 to the City of Moline.

WHEREAS, Rock Island Economic Growth Corporation (hereinafter called the "Beneficiary") has been awarded funds from the Illinois Attorney General National Foreclosure Settlement Funds awarded to Rock Island Economic Growth Corporation pursuant to Court-Ordered Cy Pres in: United States of America, et al. v Bank of America Corp., et. al., No. 12-cv-0361; U.S. District Court for the District of Columbia; and

WHEREAS, the Beneficiary has entered into a Distribution Agreement with the State of Illinois for receipt of funds awarded to Beneficiary; and

WHEREAS, the Distribution Agreement between Beneficiary and the State of Illinois has engaged the City as a Funded Partner for receipt of funds in the amount of \$250,000 to build a new single-family home; and

WHEREAS, the City wishes to execute a Funding Agreement between Beneficiary and the City of Moline for the City's receipt of funds awarded to Beneficiary from Illinois Attorney General National Foreclosure Settlement Funds; and

WHEREAS, the Beneficiary has also entered into a Construction Escrow Agreement with Meridian Title Company to assist with the disbursement of funds awarded to Beneficiary from Illinois Attorney General National Foreclosure Settlement Funds and seeks the City's consent to said Agreement for the disbursement of funds to the City.

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

That the Mayor and City Clerk are hereby authorized to execute a Funding Agreement between Rock Island Economic Growth Corporation and the City of Moline for the City's receipt of a portion of funds awarded to Rock Island Economic Growth Corporation from Illinois Attorney General National Foreclosure Settlement Funds.

BE IT FURTHER RESOLVED that the Mayor is hereby authorized to execute a consent to a Construction Escrow Agreement between Rock Island Growth Corporation and Meridian Title Company for the disbursement of said funds in the amount of \$250,000 to the City of Moline.

CITY OF MOLINE, ILLINOIS

Mayor

March 10, 2015_____

Date

Passed: March 10, 2015_____

Approved: March 24, 2015_____

Attest: _____
City Clerk

Approved as to Form:

City Attorney

**Northwestern Illinois Housing Coalition
Illinois Attorney General Nation Foreclosure Settlement Funds**

FUNDING AGREEMENT

**Rock Island Economic Growth Corporation
&
City of Moline, Illinois**

THIS AGREEMENT, entered this _____ day of _____, 20____ by and between the Rock Island Economic Growth Corporation (herein called the "Lead Member") and the City of Moline, Illinois (herein called the "Coalition Member").

WHEREAS, the Lead Member is responsible for leading and convening activities of the Northwestern Illinois Housing Coalition (NIHC), and;

WHEREAS, the NIHC includes the Lead Member along with the following Coalition Members: Adult Rehabilitation Center of the Quad Cities, City of East Moline, City of Fulton, City of East Moline, City of Moline, City of Rock Island, City of Sterling, Project NOW, and;

WHEREAS the Lead Member submitted an application for grant funding on behalf of the NIHC to the Office of the Illinois Attorney General, for the National Foreclosure Settlement Funds (NSF) program, and;

WHEREAS, the Lead Member is the recipient and administrator of NSF funds and desires to contract with the Coalition Member to achieve objectives set forth in the NIHC grant application and in accordance with the provisions set forth in the NSF Funding Agreement between the Illinois Attorney General Office and the Lead Member.

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. Activities / Deliverables / Budget

The Coalition Member will be responsible for performing NSF activities described in **Exhibit 1** in a manner satisfactory to the Lead Member and consistent with all standards required as a condition of providing NSF funds. The Coalition Member shall be responsible for delivering and/or producing the activities and deliverables described in Exhibit 1. Any change to the activities listed below must be approved by the Lead Member in the form of a fully executed amendment to this Coalition Agreement.

B. Income Eligibility Requirements

The Coalition Member shall comply with any and all income eligibility requirements stated in the **Distribution Agreement**, attached hereto as Exhibit II and incorporated herein.

C. Levels of Accomplishment – Goals and Performance Measures

The Coalition Member must comply with the deliverables as described in **Exhibit I** and any additional reporting requirements announced by the Illinois Attorney General Office at any time during the duration of this agreement.

The Lead Member will monitor the performance of the Coalition Member based on goals and performance standards as stated above with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract.

The Lead Member will conduct onsite and desk monitoring throughout the grant term. Performance found to be substandard as determined by the Lead Member will constitute noncompliance with this Agreement. Recommended corrective actions that are not taken by Coalition Members with substandard performance within a reasonable period of time as identified by the Lead Member, is cause for contract suspension or termination procedures.

Coalition member agrees to provide the Illinois Attorney General Office or its designee(s), the Lead Member, and the Coalition Member's internal auditors access to all records related to performance of activities covered in this agreement.

Coalition Member will provide monthly program reports in a format and time required by the Lead Member and quarterly progress reports in a format and time required by the Lead Member. The Lead Member will use such information to monitor progress and report on information.

II. CONTRACT TERM

The contract term shall begin on the date this Agreement is executed by all parties and shall end on **June 30, 2016**, unless sooner terminated as herein provided.

III. BUDGET

A Budget is attached hereto with Exhibit I and incorporated herein. The Lead Member may require a more detailed budget breakdown than the one contained herein, and the Coalition Member shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Lead Member. **Any amendments to the budget must be approved in writing by both the Lead Member and the Coalition Member.**

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Lead Member to the Coalition Member under this Agreement shall not exceed **\$250,000**. Requests for the payment of eligible expenses shall be associated with the line item budgets specified in the budget. All payments to the Coalition Member shall be made on a reimbursement basis. The Lead Member will provide a Reimbursement Form to be completed by the Coalition Member. The Coalition Member will provide supporting documentation for all eligible costs incurred.

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic

means. Any notice sent as aforesaid shall be effective on the date of sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

Lead Member

Rock Island Economic Growth Corporation
Brian Hollenback, President
100 19th Street, Suite 109
Rock Island, IL 61201
Telephone: 309-788-6311
Fax: 309-788-6323

Coalition Member

City of Moline
Scott Raes, Mayor
619 16th Street
Moline, IL 61265
Telephone: 309-524-2001
Fax: 309-524-2020

VI. GENERAL CONDITIONS

A. General Compliance

The Coalition Member agrees to comply with All NSF requirements, including those found in the attached Exhibits as well as all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Coalition Member further acknowledges its responsibility for adherence to all applicable terms and conditions of this grant award by sub-recipient entities and contractors, including obtaining a DUNS number (or updating the existing DUNS record), and registering with the Central Contractor Registration. The Coalition Member further agrees to use funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Coalition Member shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Lead Member shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Coalition Member is an independent contractor.

C. Hold Harmless

The Coalition Member shall hold harmless, defend, and indemnify the Lead Member from any and all claims, actions, suits, charges, and judgments whatsoever that arise out of the

Coalition Member's performance or nonperformance of the services or subject matter called for in this Agreement.

The Lead Member shall hold harmless, defend, and indemnify the Coalition Member from any and all claims, actions suits, charges, and judgments whatsoever that arise out of the Lead Member's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Coalition Member shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Coalition Member shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and at a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Lead Member. Insurance shall also follow amounts and types identified in Exhibit II.

F. Amendments

The Lead Member may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts. Such modifications must make specific reference to this Agreement and be executed in writing by a duly authorized representative of both the Lead Member and Coalition Member. Such amendments shall not invalidate this Agreement, nor relieve or release the Lead Member or Coalition Member from its obligations under this Agreement.

G. Suspension or Termination

The Lead Member may suspend or terminate this Agreement if the Coalition Member materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the statutes, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Coalition Member to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Coalition Member to the Lead Member reports that are incorrect or incomplete in any material respect.

This Agreement may also be terminated for convenience by mutual agreement between the Lead Member and the Coalition Member, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Lead Member determines that the remaining portion of the award will not accomplish the purpose for which the award was

made, the Lead Member may terminate the award in its entirety. Such a termination shall only be carried out with the explicit written approval from the Illinois Attorney General Office.

VII. ADMINISTRATIVE REQUIREMENTS

A. Compliance with Federal, State, and Local Laws

The Coalition Member shall remain in compliance with all provisions and requirements contained in the Distribution Agreement which is attached hereto as Exhibit II and incorporated herein, including but not limited to all applicable federal, state, and local laws.

B. Documentation and Record Keeping

1. Client Data

If applicable, the Coalition Member shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service or benefit provided. Such information shall be made available to Lead Member monitors or their designees for review upon request.

2. Records to be Maintained

The Coalition Member shall maintain all records required by the NSF Program. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating income eligibility (If applicable) of each activity undertaken, to benefits low-, moderate-, or middle-income persons.
- c. Records required to determine the eligibility of activities and the eligibility of all properties assisted;
- d. Records required to document the purchase and sale amounts of each property, discounts, and the sources and uses of funds for each activity;
- e. Records documenting compliance with the fair housing and equal opportunity requirements of the NSF program, including but not limited to the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the program;

3. Retention

The Coalition Member shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years. The retention period begins on the date that the Lead Member signs its agreement with the Illinois Attorney General Office.

Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

4. Disclosure

The Coalition Member understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Lead Member's or Coalition Member's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Coalition Member's obligation to the Lead Member shall not end until the Illinois Attorney General Office (or its authorized representative) completes all close-out requirements for the NSF grant.

Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Lead Member), and determining the custodianship of records. However, the terms of this Agreement shall remain in effect during any period that the Coalition Member has control over NSF funds, including program income if applicable. All program assets (unexpended program income, property, equipment, etc.) not otherwise disposed of in the closeout agreement shall revert to the Lead Member upon termination of this Agreement; provided, however, that the Coalition Member shall retain: a) any real property that it owns where it has used NSF funds to complete a project pursuant to this Agreement; and b) any other property that it has acquired with funds other than the NSF grant funds.

6. Audits & Inspections

All Coalition Member records with respect to any matters covered by this Agreement shall be made available to the Illinois Attorney General Office, the Lead Member, and any other authorized representative at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

Any deficiencies noted in audit reports must be fully cleared by the Coalition Member within 30 days after receipt by the Coalition Member. Failure of the Coalition Member to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments or termination of this agreement. The Coalition Member hereby agrees to have an annual agency audit.

C. Reporting and Payment Procedures

1. Program Income

Any income generated and received by the Coalition Member as a result of its use of the Funds shall be disclosed and returned to the Lead Member. If applicable, the Coalition Member shall report no less frequently than monthly all program income generated by activities carried out with NSF funds made available under this contract.

2. Payment Procedures

The Lead Member will pay to the Coalition Member funds available under this Agreement based upon information submitted by the Coalition Member and consistent with any approved budget and Lead Member policy concerning payments.

Payments will be made for eligible NSF related expenses actually incurred by the Coalition Member, and will not exceed actual cash requirements. The Lead Member reserves the right to liquidate funds available under this contract for costs incurred by the Lead Member on behalf of the Coalition Member.

To ensure expeditious implementation of activities, Lead Member shall make payment to the Coalition Member within 10 business days of receipt of the Coalition Member's complete and properly submitted requests for payment for activities under this agreement, if feasible. Coalition Member agrees to submit requests for payment in a timely manner in the form and times directed by the Lead Member.

All Funds distributed hereunder shall be expended within the term of this Agreement. Any Funds not expended or legally obligated by the end of the term of this Agreement must be returned to the Lead Member within 15 days after the term of this Agreement, unless otherwise provided in this Agreement.

D. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements set forth in the Distribution Agreement, attached hereto as Exhibit II and incorporated herein. In addition:

1. The Coalition Member shall transfer to the Lead Member any NSF funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination, unless otherwise specified in the closeout agreement with the Lead Member.
2. Real property under the Coalition Member's control that was acquired or improved, in whole or in part, with funds under this Agreement shall be used in accordance with the NSF program requirements.
3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to which funds received under this Agreement were used to acquire the equipment).

VIII. RELOCATION, REAL PROPERTY ACQUISITION

If applicable, the Coalition Member agrees to comply with applicable Lead Member or local ordinances, resolutions and policies concerning the displacement of persons. The Coalition member will demolish or convert units using NSF funds only to the extent and scope described in the Coalition application.

IX. PERSONNEL & PARTICIPANT CONDITIONS

The Coalition Member shall uphold the personnel and participation conditions stated below and well as all provisions and requirements identified in Exhibit II.

X. COPYRIGHT

If this contract results in any copyrightable material or inventions, the Lead Member and Illinois Attorney General Office reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

XI. REHABILITATION STANDARDS

The Coalition Member will carry out all NSF-assisted rehabilitation in compliance with the rehabilitation standards in the Coalition's NSF application and in accordance with applicable laws, codes, and other requirements relating to housing safety, quality, and habitability, in order to sell, rent, or redevelop such homes and properties.

XII. ELIGIBILITY AND ALLOWABLE COSTS

The Coalition member will ensure and document that its NSF activities meet eligible use, allowable cost, and eligible activity requirements of the NSF Program.

XIII. EMINENT DOMAIN

The Coalition Member will not undertake any involuntary acquisition of property with NSF funds without prior written consent of the Lead Applicant and written opinion of counsel that such acquisition is lawful.

XIV. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XV. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XVI. WAIVER

The Lead Member's failure to act with respect to a breach by the Coalition Member does not waive its right to act with respect to subsequent or similar breaches. The failure of the Lead Member to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XVII. ENTIRE AGREEMENT

By way of signing this agreement, the Coalition Member is bound to perform the agreements within this agreement or any approved amendment thereof.

Exhibit I: Activities / Deliverables / Budget

Exhibit II: Distribution Agreement

XVIII. COUNTERPARTS

This Agreement may be executed in counterparts, each taken together with the other counterparts shall constitute one instrument, binding and enforceable against each signatory to any counterpart instrument.

Signature Page

Date _____

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

Rock Island Economic Growth Corporation

Signature:  _____

Name Printed: Brian Hollenback

Title: President

City of Moline

Signature: _____

Name Printed: _____

Title: _____

City of Moline

Attestation: _____

Name Printed: Tracy Koranda

Title: City Clerk

EXHIBIT I

ACTIVITIES / DELIVERABLES / BUDGET

EXHIBIT 1

ACTIVITIES / DELIVERABLES / BUDGET

CONSORTIUM MEMBER	ACTIVITIES	DELIVERABLES	BUDGET
City of Moline	Scattered site new single family construction activities in targeted areas.	# Sites Acquired # New Single Family Units Created # Units Sold to Beneficiaries	\$250,000

EXHIBIT II

**DISTRIBUTION AGREEMENT
WITH ILLINOIS ATTORNEY GENERAL OFFICE AND LEAD MEMBER**

Meridian Title

Construction Escrow No.: 14078785

CONSTRUCTION ESCROW AGREEMENT

THIS CONSTRUCTION ESCROW AGREEMENT (this "Escrow Agreement") is made and entered into as of this 25 day of August, 2014, by and among ROCK ISLAND ECONOMIC GROWTH CORPORATION, an Illinois not-for-profit corporation ("GROWTH") and MERIDIAN TITLE COMPANY (the "Escrow Agent").

RECITALS

A. GROWTH has been awarded National Foreclosure Settlement Funds from the Attorney General of the State of Illinois (the "Attorney General") in an amount not to exceed Three Million Five Hundred Thousand and No/100 Dollars (\$3,500,000.00), (the "NFS Funds"), as evidenced by and pursuant to that certain Distribution Agreement between the Attorney General and GROWTH, dated July 1, 2014 (the "NFS Agreement"), whereby GROWTH agreed to use the NFS Funds in a geographically-targeted effort to redevelop and stabilize areas in the Northwestern Illinois Region in the Counties of Rock Island and Whiteside with an emphasis on priority neighborhoods, consistent with local and regional plans, in the following communities: Rock Island, Moline, East Moline, Fulton, Morrison, and Sterling, as more particularly described in the NFS Agreement. The NFS funds will be used to acquire, demolish, rehabilitate, develop and construct residential and commercial properties in the areas described above, consistent with the terms of the NFS Agreement (these activities or each activity to acquire, demolish, rehabilitate, develop, and construct properties is defined herein as the "Project" or each as a "Project"). Terms not otherwise defined herein shall have the meanings ascribed to the same in the NFS Agreement.

B. GROWTH has received Two Million Five Hundred Ninety Thousand and NO/100 Dollars (\$2,590,000) of the NFS Funds thus far and has deposited said funds with the Escrow Agent.

C. GROWTH has entered into those certain Funding Agreements with the following entities: ARC of the QUAD City Area, City of East Moline, City of Fulton, City of Moline, City of Morrison, City of Rock Island, City of Sterling, and Project NOW (each an "NFS Partner" and collectively the "NFS Partners") pursuant to which GROWTH will provide a portion of the NFS Funds to each NFS Partner for use on Projects that are consistent with the NSP Agreement.

D. Each Project may have a separate project owner (the "Project Owner") and a separate general contractor (the "General Contractor").

E. GROWTH desires to use the staff and the expertise of the Escrow Agent to collect, review and approve Owner's Sworn Statements, Contractor's Sworn Statements, and Contractor and subcontractor lien waivers and to disburse the proceeds of the NFS Funds subject to the terms of this Escrow Agreement.

NOW, THEREFORE, in consideration of the Recitals set forth above and the mutual agreements set forth below, the parties hereto agree as follows:

SECTION I
ESCROW ACCOUNT

The preceding provisions and recitals, and all exhibits and schedules attached hereto, are integral parts hereof and that this Escrow Agreement shall be construed in light thereof. Subject to the terms and conditions described herein, there shall be created with the Escrow Agent an escrow account (the "Construction Escrow"). The NFS Funds shall be deposited in the Construction Escrow.

SECTION II
DISBURSEMENTS

1. General Conditions. Payments in connection with the acquisition, construction, rehabilitation, development, or demolition of structures on real property shall be made as follows: by check, payable to GROWTH, the NFS Partner, or the General Contractor (as applicable) as reimbursement for payment of general requirements (when applicable), labor and materials furnished directly by the applicable party for the Project;

(a) By checks payable to GROWTH or the NFS Partner for costs incurred for the Project as evidenced by an Owner's Sworn Statement and any applicable lien waivers or invoices;

(b) By checks payable to the applicable General Contractor for general requirements, builder's overhead (and for builder's profit, when applicable) and labor materials furnished directly by the General Contractor for the Project;

(c) By checks payable to each subcontractor evidencing payment due for labor and materials furnished for the Project; and

(d) By checks payable to the General Contractor for labor and materials furnished by subcontractors when such items have been paid directly by the General Contractor, and when substantiated by payment affidavits and lien waivers from the subcontractors.

For the purpose of this Escrow Agreement, the term "subcontractor" shall include all contractors, subcontractors, mechanics and materialmen furnishing services, labor, materials and supplies to the Project.

2. Conditions of Disbursement. The terms and conditions under which such disbursements shall be made are as follows:

(a) NFS Funds shall be disbursed by the Title Company to the parties listed to receive such funds in the applicable Owner's and/or Contractor's Sworn Statement (as

hereinafter defined). The Title Company shall deliver to GROWTH a disbursement ledger, within three (3) business days of the disbursement of any proceeds of the NFS Funds.

(b) The NFS funds shall not be paid out until the following requirements have been satisfied:

- (1) The Escrow Agent has received all of the documents enumerated in Paragraph 3 below.
- (2) The Escrow Agent has received sufficient funds to cover the amount of the requested disbursement.
- (3) The GROWTH has provided the Escrow Agent an Owner's Sworn Statement, Contractor's Sworn Statement and all applicable lien waivers pertaining to the draw more fully described in Paragraph 3 below.
- (4) The Escrow Agent has received a written request from GROWTH to release the funds for that draw.

3. **Documents Required for Draw Request.** It is understood by the parties that the following will be required by the Escrow Agent in order to enable the Escrow Agent to fulfill its obligations under this Construction Escrow;

- (1) There shall be deposited with the Escrow Agent a properly executed owner's sworn statement (the "Owner's Sworn Statement") disclosing the various contracts entered into for the Project, the names of the contractors, their addresses, kind of service, work or material to be provided, amounts of such contract, amounts previously paid, if any, amount of current payment and balance to become due, if any, in form and content entirely satisfactory to the Escrow Agent (it being understood by the parties that GROWTH is not the owner of record with respect to all of the properties that are part of the Project).
- (2) There shall be deposited with the Escrow Agent a properly executed Contractor's sworn statement (the "Contractor's Sworn Statement") from general contractor(s) ("Contractor") together with supporting waivers, affidavits, and releases in form and content entirely satisfactory to the Escrow Agent. The Contractor's Sworn Statement shall set forth in detail all subcontractors with whom the demolition contractor has entered into a contract, together with their addresses, the work and materials to be furnished, the amounts of the contracts, amounts paid to date, and balance owing.

- (3) There shall be deposited with the Escrow Agent a certification, on which the Escrow Agent is authorized to rely without further inquiry or investigation, that materials are in place and work has been completed on the improvements being constructed which have a value equal to the total of the funds (other than funds disbursed for non-construction items) that are to be disbursed. This certificate is to be addressed to the Escrow Agent and is to be made by the Project Owner and the Contractor.
- (4) The Escrow Agent may, at its discretion, take whatever steps the Escrow Agent may deem necessary to verify the accuracy of the Contractor's Sworn Statement or the Owner's Sworn Statement that may be required under this Construction Escrow.
- (5) The Escrow Agent shall not accept any blanket lien waivers by the General Contractor as to labor performed materials furnished by others. The Escrow Agent shall not accept any blanket pre-signed waivers by any subcontractors.
- (6) If at any time the Escrow Agent discovers a misstatement of a material fact in any draw request or other notice from GROWTH, the NFS Partner, or the General Contractor, it shall promptly give notice of such discovery to GROWTH, and the Escrow Agent shall thereafter not disburse funds from the Escrow Account until such misstatements shall have been corrected to the satisfaction of the Escrow Agent.
- (7) The Escrow Agent's charges for services performed and title insurance protection provided under this Construction Escrow are to be paid from funds deposited in the Escrow Account, and the Escrow Agent reserves the right to suspend further processing under this Construction Escrow until such funds have been deposited or other arrangements satisfactory to the Escrow Agent have been made.

It is understood by the parties hereto that the requirements listed in this Paragraph 3 are solely for the Escrow Agent's benefit in assisting the Escrow Agent to fulfill its obligations under this Construction Escrow.

SECTION III MISCELLANEOUS

NOTWITHSTANDING ANYTHING IN THIS CONSTRUCTION ESCROW TO THE CONTRARY, THE ESCROW AGENT SHALL NOT MAKE ANY DISBURSEMENTS UNDER THIS CONSTRUCTION ESCROW IF GROWTH HAS NOTIFIED THE ESCROW AGENT IN WRITING OR BY TELECOPY NOT TO DO SO. IF THE ESCROW AGENT HAS RECEIVED

SUCH A NOTICE FROM GROWTH, THE ESCROW AGENT SHALL NOT MAKE ANY DISBURSEMENTS UNDER THIS CONSTRUCTION ESCROW (A) EXCEPT AS PROVIDED IN THE IMMEDIATELY SUCCEEDING PARAGRAPH OR (B) UNLESS AND UNTIL GROWTH HAS NOTIFIED THE ESCROW AGENT IN WRITING TO DO SO.

Unless otherwise specified, any notice, demand or request required under this Construction Escrow shall be given in writing at the addresses set forth below, by any of the following means: (a) personal service; (b) overnight courier, receipt requested; or (c) registered or certified mail, return receipt requested.

IF TO THE GROWTH:

Rock Island Economic Growth Corporation
100 19th Street, Suite 109
Rock Island, IL 61201
Attention: Brian Holenback, President

IF TO THE ESCROW AGENT:

Meridian Title Company
423 17th Street
Suite 101
Rock Island, Illinois 61201
Attention: Construction Escrow Dept.
Mark Dilley

Such addresses may be changed by notice to the other parties given in the same manner provided above. Any notice, demand or request sent pursuant to clause (a) shall be deemed received upon such personal service. Any notice, demand or request sent pursuant to clause (b) shall be deemed received on the business day immediately following deposit with the overnight courier, and any notice, demand or request sent pursuant to clause (c) shall be deemed received on the third (3rd) business day following deposit in the mail.

Notwithstanding any requirement or undertaking in this Construction Escrow, the Escrow Agent assumes no obligation for insuring that sufficient funds will be available to pay all costs incurred in completing the Project, or that the Project will be completed. Except with respect to funds for which the Escrow Agent has received investment instructions in writing, the Escrow Agent shall be under no duty to invest or reinvest any cash at any time held by it under this Construction Escrow.

All income, if any, derived from any use that the Escrow Agent may make of any deposits under this Construction Escrow shall belong to the respective depositors.

While the subcontractors and any suppliers of labor and materials listed on Sworn Statements deposited with the Escrow Agent are not parties to this Construction Escrow and have no standing to alter its terms, it is understood by the parties hereto that the Escrow Agent is authorized to furnish to such subcontractors and suppliers information that the Escrow Agent may deem appropriate with regard to the times at which disbursements might be made to them, and what conditions remain unsatisfied when the Escrow Agent is not in a position to disburse make disbursements.

No changes, amendments, modifications, cancellations or discharge of this Construction Escrow, or any part of it, shall be valid unless in writing executed by the parties hereto or their respective successors and assigns.

This Construction Escrow may be executed in several counterparts each of which shall constitute an original and all of which shall constitute one and the same instrument.

This Construction Escrow shall be governed as to performance and interpretation in accordance with the laws of the State of Illinois, exclusive of its conflict of laws provisions.

The Escrow Agent and GROWTH agree that this Construction Escrow is not intended by any of them to give any benefits, rights, privileges, actions or remedies to any person, partnership, firm or corporation, other than the Escrow Agent and the GROWTH, as a third party beneficiary or otherwise under any theory of law.

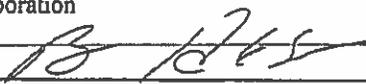
The captions used in this Construction Escrow are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or the intent of any provision of this Construction Escrow.

If any provision of this Construction Escrow, or any paragraph, sentence, clause, phrase or word, or the application of them, in any circumstance, is held invalid, the remainder of this Construction Escrow shall be construed as if such invalid part were never included in it and this Construction Escrow shall be and remain valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties have caused this Construction Escrow Agreement to be executed on or as of the date first above written.

GROWTH:

ROCK ISLAND ECONOMIC GROWTH
CORPORATION, an Illinois not-for-profit
corporation

By: 

Name: Brian Hollenback

Its: President

ESCROW AGENT:

MERIDIAN TITLE COMPANY

By: 

Name: Mark Dillig

Its: President

The NFS Partners hereby each consent to this Escrow Agreement as of the date first written above.

ARC of the QUAD City Area

City of East Moline

City of Fulton

City of Moline

City of Morrison

City of Rock Island

City of Sterling

Project NOW

Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to adopt the City of Moline Community Development Block Grant Program Policies and Procedures Manual Amendments to Section III(A), "Introduction;" Section III(B)(vi), "Eligible Items Under the Emergency Forgivable Loan Criteria;" and Section III(B)(v), "Eligible Items and Rehabilitations Standards."

WHEREAS, in 2008, the Citizens Advisory Council on Urban Policy ("CACUP") adopted a Community Development Block Grant Program Policies and Procedures Manual ("Manual") and the City Council approved same pursuant to Council Bill/Resolution No. 1185-2008; the Manual was subsequently amended by Council Bill/Resolution No. 1181-2013; and

WHEREAS, on February 2, 2015, CACUP approved three key amendments to the current Manual with a recommendation to City Council for approval; and

WHEREAS, the Planning and Development Department has developed said Manual to provide the necessary program guidance to expend the City's CDBG entitlement funds; and

WHEREAS, the Manual demonstrates the City's continued adherence to the established regulatory policies as outlined in Title I of the Housing and Community Development Act of 1974 as amended; and

WHEREAS, the Manual is in agreement with the Mayoral endorsed certifications of the Consolidated Plan and the funding approval/agreement which constitutes the contract between the Department of Housing and Urban Development and the City of Moline.

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 adopt the City of Moline Community Development Block Grant Program Policies and Procedures Manual Amendments to Section III(A), "Introduction;" Section III(B)(vi), "Eligible Items Under the Emergency Forgivable Loan Criteria;" and Section III(B)(v), "Eligible Items and Rehabilitations Standards," provided, however, that said amendments are in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit A and have been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

Mayor

March 10, 2015

Date

Passed: March 10, 2015

Approved: March 24, 2015

Attest: _____

City Clerk

Approved as to Form:

City Attorney

***Proposed Community Housing Service Changes**

***Waiting list**

***Lead Requirements**

Recaptures/Subordinations & Program Financing

A. Introduction

The Moline Community Housing Services (CHS) program is designed to aid and assist low or moderate income homeowner-occupants of substandard single-family dwellings with homeowner rehab assistance (eligible items defined later in manual).

Aid and assistance will come from the Community Development Block Grant Funds. This grant is a forgivable loan with a maximum of ~~\$14,999 dollars within a period of 5 years~~ \$4,999 for non roof assembly items and \$10,000 for roof assembly items from the date of final (approved) inspection. A Recapture Agreement will be recorded at the Rock Island County Recorder's Office for a period of 5 years for each occurrence. At the end of the fifth year, the release documents will be prepared by City staff and will be available for pick up at our office. It will be the homeowner's responsibility to record and pay the recording fee that will remove the recapture from the property.

The Owner agrees to repay to the City the Repayment Amount if one or more of the following Recapture Events occurs before the end of the recapture period:

- the Owner sells, conveys or transfers title to the Home for consideration;
- the Owner refinances the Home in a manner such that it is not a Permitted Refinancing (as defined below).

The following events are **not** Recapture Events:

- transfer to a spouse as a result of a divorce;
- a transfer by operation of law to a surviving spouse upon the death of a joint tenant Owner;
- a transfer by will; or
- a Permitted Refinancing.

The term "**Permitted Refinancing**" means a refinancing that lowers the interest rate of the first mortgage loan on the Home, decreases its term or lowers the monthly payment of the loan; it does **not** include a refinancing that increases the outstanding balance of the first mortgage loan, increases the interest rate on the loan or allows the Owner to receive money as a result of the refinancing. Any Permitted Refinancing must be approved by the City, in writing, in advance. **No cash back is allowed.**

If a Recapture Event occurs, the Owner shall pay to the City the amount of the Grant reduced by one sixtieth (1/60th) of that amount for each full month the Owner has occupied the Home during the term of this Agreement.

In the event the Owner wishes to have the City subordinate, the following applies: Subordination of all liens originated as loans or grant through the City of Moline will be considered in cases involving refinancing of homeowner's first mortgage only when the following conditions are met:

- Refinancing will be allowed only if the mortgage product is a fixed rate that fully amortizes over the loan terms. No adjustable or non-standard mortgage products are permitted.
- The refinancing is for a lower interest rate than the existing first mortgage.
- The new loan amount will be less than the current loan amount plus closing costs.
- Cash out is only allowed for home improvement purposes. Documentation to support the amount is required.
- The City will not subordinate to a reverse mortgage.
- Closing costs for the refinance must be within the industry's standard.

The City requires a five (5) business day notification to process and prepare subordinations.

All releases and subordinations are reviewed on a case by case basis; the City has full discretion over decisions for repayment and/or subordinations.

In order to be considered for program assistance, all interested parties shall request to have their name, address of the subject property, and any and all other pertinent information as may be requested by the City placed on the program waiting list. Once an applicant's name and address of primary residence has been placed on the program waiting list, there shall be no trading, exchanging, or bumping of the initial applicant with another person(s) and the same shall be the case with a subject property listed on the program waiting list in terms of no trading, exchanging, or bumping. All recipients shall meet the federal income guidelines limit established each year by Housing and Urban Development (HUD) as defined later in the manual.

Emergency

vi. Eligible Items Under the Emergency Forgivable Loan Criteria

This program provides **one-time ONLY emergency funding assistance** for titled homeowners of record, who are experiencing a problem with their domicile that poses an imminent threat to the health and safety of the residence and meets our pre-determined eligible emergency items. This problem must have occurred without warning and not from creation of negligence of mankind. **Our emergency forgivable loan program is not meant nor does it have the funding to cover every emergency situation that may arise.** This program will only assist with repairing or replacing the listed emergency item; not other items that may obstruct or are attached to the item.

Situations that meet our program's criteria will not result in the titled homeowners of record being placed on a waiting list. Help is available immediately after required documents are submitted and deemed adequate, environmental review is completed and household income is verified; subject to available funding.

Eligible Emergency Items

1. **Accessibility** issues related to handicapped/disability condition(s) of an occupant.
2. **Frozen water lines** or water line breaks as determined by an Illinois Plumbing Inspector or the Moline Water Division.
3. Repairs of inoperative or **dangerous furnace or furnace replacement** during the heating season (October 1st - March 31st) as determined by a registered mechanical contractor. [Written confirmation from a licensed Moline mechanical contractor or utility company is required.](#)
4. Major emergency **roof repairs** will be considered to qualify as an "emergency" situation and potentially eligible when one or both of the following situations are present and have been identified by a qualified City building inspector or their designee:
 - a. Structural damage to the home has occurred as a result of a damaged roof system that has resulted in an immediate life-safety issue as per the city's Building code; and/or

- b. A damaged roof system has caused or is contributing to an electrical hazard that presents a life-safety issue as per the City's Building and/or Electrical Code.

- 5. **Sewer line breaks** as determined by an Illinois Plumbing Inspector or the Moline Sewer Division.
- 6. **Medical Emergency** – The Program Manager has the discretion to advance a person to the top of the CHS Program waiting list when a person in the household has been diagnosed with a life threatening condition. The improvements to be undertaken must alleviate the negative environmental effects of the life threatening medical condition and must be eligible CHS program activities. The CHS request must be supported through medical records and written verification by the diagnosing medical physician. All documentation must be submitted to the Program Manager in writing and upon request; documents will remain in the possession of the City for the duration of the project.
- 7. **Electrical – Repair or replacement of non-compliant weather head.** Written confirmation from a licensed Moline electrical contractor or utility company is required.
- 8. **Water heater – Repair or replacement of an inoperable water heater.** Written confirmation from an Illinois licensed plumber is required.

v. **Eligible Items and Rehabilitations Standards**

(Note: All eligible items must meet City's current adopted federal, state and local codes.)

- 1. **Drain Tile/Sump Pump**: Installation of drain tile/sump pump.
- 2. **Electrical**: Size of service and present wiring must meet or be brought up to the Electrical Code.
- 3. **Foundation/Concrete**: Repair or replacement of basement foundation wall(s) and/or concrete.
- 4. **Gutters/Downs**: Aluminum, seamless must meet City Code.
- 5. **H/G Accessibility**: Assist homeowner with disabilities and make their home accessible for daily use. Includes **H/G accessibility** ramps.
- 6. **Heating**: Repair or replacement must meet the **Heating** Mechanical Code.

7. **Insulation**: Contractor must provide information as to the type of material, square footage in attics and sidewalls, and R-factor rating. A total of R-38 in the attic and R-13 in the sidewalls is the desired range. [Insulation shall meet the current Energy and Building codes.](#)
8. **Plumbing**: Repair or replacement must meet the Plumbing Code.
9. **Roof**: Must meet the requirement of the Building Code.
10. **Water/Sewer Service**: Repair or replacement as ordered by the City Water Department.
- ~~11. **Windows and Siding**: Repair or replacement as ordered by the City Building Division.~~

Council Bill/Resolution No. 1032-2015

Sponsor: _____

A RESOLUTION

AUTHORIZING approval of Change Order #1 with Leander Construction, Inc. for the Water Treatment Plant UV Disinfection Facilities and Filter Media Replacement Project in the amount of \$62,840.22.

WHEREAS, this project has reached substantial completion and approval of a change order is required to adjust the original contract amount submitted by Leander Construction Inc.; and

WHEREAS, said change order reflects the added scope of work that was performed by the contractor during the course of the project; and

WHEREAS, said change order increases the original contract value of \$809,000.00 to \$871,840.22.

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

That the City Council finds it in the best interest of the City of Moline, Illinois, to authorize approval of Change Order #1 with Leander Construction Inc. for the Water Treatment Plant UV Disinfection Facilities and Filter Media Replacement Project, in the amount of \$62,840.22; provided, however, that said change order is in substantially similar 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.

CITY OF MOLINE, ILLINOIS

Mayor

March 10, 2015

Date

Passed: March 10, 2015

Approved: March 24, 2015

Attest: _____
City Clerk

Approved as to Form:

City Attorney

CHANGE ORDER

NUMBER: 001

PROJECT: UV Disinfection Facilities and Filter Media Replacement

DATE OF ISSUANCE: 02/27/2015 EFFECTIVE DATE: 02/27/2015

OWNER: City of Moline, Illinois
Water Treatment Plant

CONTRACTOR: Leander Construction Inc.

ENGINEER: Greeley and Hansen LLC.

You are directed to make the following changes in the Contract Documents.

Description:

- Unforeseen Media Condition.
- Filter Under drain repairs
- Electrical Modification to UV Unit Connections
- Paint additional piping from existing BV #7 west to hub approximately 3-4 feet under concrete deck

Reason for Change Order:

- Unforeseen filter media condition
- Repair damaged filter under drain prior to installing filter media
- To minimize the amount of exposed wire inside the dust cover of a UV Reactor
- Prep and paint existing piping to extend its service life and color-code it to match the new piping

Attachments:

- Change Order Request #1, dated July 22, 2014
- Greeley and Hansen response to change order request #1, dated July 24, 2014
- S4 response to the change order request #1, dated July 28, 2014
- Attachment on Labor Ready on temporary workers
- Greeley and Hansen response #2 to change order request #1, dated August 13, 2014
- Leander Construction Inc. response to change order request #1, dated August 18, 2014
- Greeley and Hansen response #3 to change order request #1, dated September 2, 2014
- Email of acceptance from Leander Construction Inc.
- Change Order Request #2, dated September 03, 2014
- Change Order Request #3, dated February 14, 2015
- Change Order Request #3, dated February 20, 2015

<p style="text-align: center;">CHANGE IN CONTRACT PRICE:</p> <p>Original Contract Price</p> <p>\$ <u>809,000.00</u></p> <hr/> <p>Net changes from previous Change Order</p> <p>\$ <u>0</u></p> <hr/> <p>Contract Price prior to this Change Order</p> <p>\$ <u>809,000.00</u></p> <hr/> <p>Net Increase (Decrease) of this Change Order</p> <p>\$ <u>62,840.22</u></p> <hr/> <p>Contract Price with all approved Change Orders</p> <p>\$ <u>871,840.22</u></p>	<p style="text-align: center;">CHANGE IN CONTRACT TIMES:</p> <p>Original Contract Times</p> <p>Substantial Completion: 335 Days Ready for final payment: 365 Days</p> <hr/> <p>Net changes from previous Change Orders</p> <p style="text-align: center;"><u>None</u> (days)</p> <hr/> <p>Contract Times prior to this Change Order</p> <p>Substantial Completion: 335 Days Ready for final payment: 365 Days</p> <hr/> <p>Net Increase (Decrease) of this Change Order</p> <p style="text-align: center;"><u>None</u> (days)</p> <hr/> <p>Contract Times with all approved Change Orders</p> <p>Substantial Completion: 335 Days Ready for final payment: 365 Days</p>
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RECOMMENDED:

APPROVED:

ACCEPTED:

By: _____
Fasil Yitbarek, Greeley and Hansen

By: _____
Greg Swanson, Utility General
Manager

By: _____
Bobby Asbury, Leander
Construction Inc.

Date: _____

Date: _____

Date: _____

Council Bill/Resolution No. 1033-2015

Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute Temporary Technical Assistance Agreements with Missman, Inc., Shive-Hattery, Inc., TEAM Services, and American Testing and Engineering, LLC to help the Engineering Division implement the FY 2015 Capital Improvement Program.

WHEREAS, the City enters into Temporary Technical Assistance Agreements annually with local engineering firms to provide additional staff to handle overflow engineering work and provide expertise that City staff does not possess to assist in implementing the FY 2015 Capital Improvement Program.

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 Temporary Technical Assistance Agreements with Missman, Inc., Shive-Hattery, Inc., TEAM Services, and American Testing and Engineering, LLC to help the Engineering Division implement the FY 2015 Capital Improvement Program; provided, however, that said agreements are in substantially similar form and content to those attached hereto and incorporated herein by this reference thereto as Exhibit A and have been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

Mayor

March 10, 2015

Date

Passed: March 10, 2015

Approved: March 24, 2015

Attest: _____
City Clerk

Approved as to Form:

City Attorney



January 19, 2015

Ms. Rhonda Bartz
Municipal Services Center
3635-4th Avenue
Moline, IL 61265

Re: Temporary Technical Services

Dear Rhonda:

We are pleased to submit hourly rates for various classifications of employees for work on upcoming City of Moline projects in 2015. These rates would be in effect until December 31, 2015 and are as follows:

Project Hourly Rate Schedule	
Classification	Rate
Principal	\$180.00
Senior Project Manager	\$144.00
Project Manager	\$134.00
Project Engineer	\$118.00
Design Engineer	\$82.00
Land Survey Manager	\$142.00
Land Surveyor	\$122.00
Survey Party Chief	\$76.00
Survey Technician	\$51.00
Senior Engineering Technician	\$103.00
Engineering Technician	\$72.00
CAD Operator	\$57.00
Construction Services Manager	\$133.00
Construction Services Senior Technician	\$98.00
Construction Services Technician	\$77.00
Project Coordinator II	\$82.00
Project Coordinator I	\$62.00
Environmental Scientist	\$72.00
Clerical & Administration	\$52.00
Engineering Intern	\$31.00
Survey – Robotic	\$95.00
Survey – RTK	\$110.00

January 1, 2015
Missman, Inc.

The above standard hourly rates include overhead, profit, insurance, and normal costs for readiness to serve. Reasonable travel costs are also included. Lodging, per diem, and travel costs in excess of 50 miles from the office servicing the project will result in additional charges.

City of Moline
January 19, 2015
Page 2

We would appreciate as much lead time as possible to enable us to schedule our work force and provide a person or persons that best fits your needs on a particular project. If you wish to exercise this agreement please sign one copy and return to us. We will not proceed on any project without a clear understanding and a written agreement identifying the project.

We look forward to working with you this year.

Respectfully,

MISSMAN, INC.

By 
Patrick D. Eikenberry
President/CEO

Accepted this _____ day of _____, 2015

CITY OF MOLINE

By _____

Title _____

January 28, 2015

City of Moline
Attn: Mr. Scott Hinton
3635 Fourth Avenue
Moline, IL 61265

RE: Proposal for Agreement for Professional Consulting Services for 2015

Dear Mr. Hinton:

Thank you for considering Shive-Hattery for providing professional consulting services (i.e. architectural, engineering, construction observation, construction testing and surveying) for the City of Moline.

PROJECT DESCRIPTION

Projects being performed for the City of Moline which require architecture, engineering, construction observation, construction testing and surveying services.

SCOPE OF SERVICES

We will provide the architectural, engineering, construction observations, construction testing and surveying services for the projects. These services will consist of the tasks requested verbally or in writing by the City of Moline for a specific project.

ENGINEERING SERVICES DOCUMENTATION

Based upon your verbal or written request for services, we will provide you a professional consulting services letter or e-mail for your consideration which will include our understanding of the scope of services, a schedule for performing the services and an estimate for our fee. This letter or e-mail shall be made a part of the Agreement for Services when signed and dated by both parties.

YOUR RESPONSIBILITIES

It will be your responsibility to provide the following:

1. A copy of pertinent construction documents.
2. Access to the project sites.

SCHEDULE

We will begin our services based on your verbal authorization to proceed. The professional consulting services letter or e-mail must be approved by you and returned to us before any of our work product will be released. The services shall be performed in accordance with the schedule specified in the letter or e-mail.

COMPENSATION

We will provide the Scope of Services on an hourly rate plus reimbursable expenses based on our Standard Hourly Fee Schedule in effect at the time that the services are performed. See the attached Standard Hourly Fee Schedule. The terms of this agreement are valid for the calendar year 2015.

AGREEMENT

This proposal shall become the Agreement for Services when signed and dated by both parties. The attached STANDARD TERMS AND CONDITIONS between the City of Moline, Illinois and Shive-Hattery are made a part of this proposal and Agreement of Services.



TERM

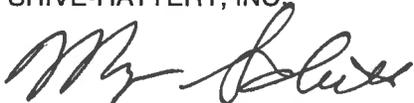
1. Initial Term. This agreement shall be effective for a period of one year from the date accepted, and shall pertain to all services authorized by the City within said one-year period.
2. Renewal. This agreement may be renewed in one-year increments as mutually agreed by the parties, but shall not be automatically renewed.

Thank you for considering this proposal.

Once you have executed this agreement, please return a signed copy to us in the enclosed green envelope. We look forward to working with you. If you have any questions concerning this proposal, please contact us at (309) 764-7650.

Sincerely,

SHIVE-HATTERY, INC.



Myron K. Scheibe, P.E., L.S.
Vice President, Operations Moline Office



Jennifer R. Radloff
Project Manager

AGREEMENT ACCEPTED AND SERVICES AUTHORIZED TO PROCEED

CLIENT NAME: CITY OF MOLINE

BY: _____ TITLE: _____

DATE ACCEPTED: _____

Enc: Second copy of the Proposal with Moline Standard Terms and Conditions
Green envelope

MKS

STANDARD HOURLY FEE SCHEDULE
Effective January 1, 2015 to December 31, 2015

PROFESSIONAL STAFF:

Grade 1	\$ 81.00
Grade 2	\$ 95.00
Grade 3	\$ 107.00
Grade 4	\$ 120.00
Grade 5	\$ 131.00
Grade 6	\$ 143.00
Grade 7	\$ 157.00
Grade 8	\$ 171.00
Grade 9	\$ 190.00

TECHNICAL STAFF:

Grade 1	\$ 56.00
Grade 2	\$ 68.00
Grade 3	\$ 75.00
Grade 4	\$ 85.00
Grade 5	\$ 94.00
Grade 6	\$ 107.00
Grade 7	\$ 119.00

ADMIN STAFF: \$ 56.00

SURVEY STAFF:

One Person	\$110.00
Two Person	\$170.00
Scanning Surveyor	\$130.00

REIMBURSABLE EXPENSES:

TRAVEL

Mileage- Car/Truck	\$0.57/ Mile
Mileage- Survey Trucks	\$0.67/ Mile
Lodging, Meals	Cost + 10%
Airfare	Cost + 10%
Car Rental	Cost + 10%

IN-HOUSE SERVICES

Prints/Plots:

Bond	\$.30 /Sq.Ft.
Mylar	\$.75 /Sq.Ft.
Photogloss	\$.90 /Sq.Ft.
Color Bond	\$.60 /Sq.Ft.
Foam Core Mounting	\$ 13.00

OUTSIDE SERVICES

Computer Services	Cost + 10%
Aerial Photogrammetry	Cost + 10%
Professional Services	Cost + 10%
Prints/Plots/Photos	Cost + 10%
Deliveries	Cost + 10%

Color Prints:

Letter Size	\$ 1.00
Legal and 11x17	\$ 2.00

STANDARD TERMS AND CONDITIONS

Between The City of Moline, Illinois and Shive-Hattery, Inc.

PARTIES.

"S-H" shall mean Shive-Hattery, Inc. "CLIENT" shall mean the City of Moline, Illinois.

~~LIMITATION OF LIABILITY.~~

~~To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of S-H (including its officers, directors, shareholders, employees, agents and S-H's consultants and affiliated companies, and any of them) to CLIENT and anyone claiming by, through or under the CLIENT, for any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to the project or this Agreement from any cause or causes, including, but not limited to, negligence, professional errors or omissions, strict liability or breach of any contract or any warranty, express or implied, of S-H, as defined in parentheses above, shall not exceed the greater of the total compensation to be received, or actually received, by S-H under this Agreement or the sum of \$500,000.~~

HAZARDOUS MATERIALS - INDEMNIFICATION.

CLIENT hereby understands and agrees that S-H has not created nor contributed to the creation or existence of any or all types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at CLIENT's premises, or in connection with or related to this project and Agreement with respect to which S-H has been retained to provide services. The compensation to be paid S-H for said services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions. Likewise, S-H hereby understands and agrees that no exposure of persons or property to such substances or conditions, as referenced above, have been made or will be made by CLIENT in any manner whatsoever. Therefore, to the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold S-H (including its officers, directors, shareholders, employees, agents and S-H's consultants and affiliated companies, and any of them) harmless from and against any and all claims, losses, costs or damages of any nature whatsoever, arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acids, alkalies, toxic chemicals, liquids, gases, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not, unless such claims, losses, costs, or damages, as referenced above, result from the negligence, errors, or omissions of S-H (including its officers, directors, shareholders, employees and S-H's consultants and affiliated companies, and any of them). Should any exposure of persons or property to such substances or conditions be caused by, arise out of, relate to, or result from, the negligence, error or omissions of S-H (including its officers, directors, shareholders, employees, agents and S-H's consultants and affiliated companies, and any of them), then S-H agrees to defend, indemnify, and hold CLIENT harmless from and against any and all claims, losses, costs, or damages of any nature whatsoever, arising out of, or resulting

from, the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acids, alkalies, toxic chemicals, liquids, gases, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

STANDARD OF CARE.

Services provided by S-H under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

RIGHT OF ENTRY.

The CLIENT shall provide for entry for the employees, agents and subcontractors of S-H and for all necessary equipment.

PAYMENT.

Unless otherwise provided herein, invoices will be prepared in accordance with S-H's standard invoicing practices then in effect and will be submitted to CLIENT each month and at the completion of the work on the project. Invoices are due and payable upon receipt by the CLIENT. If the CLIENT does not make payment within thirty (30) days after the date the invoice was mailed to the CLIENT, then the amount(s) due S-H shall be increased for interest due from the date of mailing at the lesser interest rate of 1.5% per month compounded or the maximum interest rate allowed by law. Any failure to comply with this term shall be grounds for a default termination.

TERMINATION.

Either party may terminate this Agreement for convenience or for default by providing written notice to the other party. If the termination is for default, the non-terminating party may cure the default before the effective date of the termination and the termination for default will not be effective. The termination for convenience and for default, if the default is not cured, shall be effective seven (7) days after receipt of written notice by the non-terminating party. In the event that this Agreement is terminated for the convenience of either party or terminated by S-H for the default of the CLIENT, then S-H shall be paid for services performed to the termination effective date, including reimbursable expenses due, and termination expenses attributable to the termination. In the event the CLIENT terminates the Agreement for the default of S-H and S-H does not cure the default, then S-H shall be paid for services performed to the termination notice date, including reimbursable expenses due, but shall not be paid for services performed after the termination notice date and shall not be paid termination expenses.

INFORMATION PROVIDED BY OTHERS.

S-H shall indicate to the CLIENT the information needed for rendering of services hereunder. The CLIENT shall provide to S-H such information as is available to the CLIENT and the CLIENT's consultants and contractors, and S-H shall be entitled to rely upon the accuracy and completeness thereof. The CLIENT recognizes that it is impossible for S-H to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the CLIENT is providing. Accordingly, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold S-H (including its officers, directors, shareholders, employees, agents and S-H's consultants and affiliated companies, and any of them) harmless from and against any and all claims, losses, costs or damages of any nature whatsoever for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the CLIENT to S-H.

STANDARD TERMS AND CONDITIONS

Between The City of Moline, Illinois and Shive-Hattery, Inc.

SHOP DRAWING REVIEW.

If, as part of this Agreement S-H reviews and approves Contractor submittals, such as shop drawings, product data, samples and other data, as required by S-H, these reviews and approvals shall be only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. S-H's review shall be conducted with reasonable promptness while allowing sufficient time in S-H's judgment to permit adequate review. Review of a specific item shall not indicate that S-H has reviewed the entire assembly of which the item is a component. S-H shall not be responsible for any deviations from the contract documents not brought to the attention of S-H in writing by the Contractor. S-H shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

OPINIONS OF PROBABLE COST.

If, as part of this Agreement S-H is providing opinions of probable construction cost, the CLIENT understands that S-H has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that S-H's opinions of probable construction costs are to be made on the basis of S-H's qualifications and experience. S-H makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

CONSTRUCTION OBSERVATION.

If, as part of this Agreement S-H is providing construction observation services, S-H shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the contractor's work and to determine if the work is proceeding in general accordance with the Contract Documents. Unless otherwise specified in the Agreement, the CLIENT has not retained S-H to make detailed inspections or to provide exhaustive or continuous project review and observation services. S-H does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the project.

OTHER SERVICES.

The CLIENT may direct S-H to provide other services including, but not limited to, any additional services identified in S-H's proposal. If S-H agrees to provide these services, then the schedule shall be reasonably adjusted to allow S-H to provide these services. Compensation for such services shall be at S-H's Standard Hourly Fee Schedule in effect at the time the work is performed unless there is a written Amendment To Agreement that contains an alternative compensation provision.

OWNERSHIP AND REUSE OF INSTRUMENTS OF SERVICE.

All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by S-H as instruments of service shall remain the property of S-H. The CLIENT shall not reuse or make any modifications to the plans and specifications without the prior written authorization of S-H. The CLIENT agrees, to the fullest extent permitted by law, to defend, indemnify and hold S-H (including its officers, directors, shareholders, employees, agents and S-H's consultants and affiliated companies, and any of them) harmless from any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to any unauthorized reuse or modifications of the construction documents by the CLIENT or any person or entity that acquires or obtains the plans and specifications from or through the CLIENT without the written authorization of S-H.

DISPUTE RESOLUTION.

Any claims or disputes between the CLIENT and S-H made during or after the providing of services under this Agreement shall be submitted to non-binding mediation.

DELAYS.

S-H is not responsible for delays caused by factors beyond S-H's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the CLIENT to furnish timely information or approve or disapprove of S-H's services or work product promptly, or delays caused by faulty performance by the CLIENT or by contractors of any level. When such delays beyond S-H's reasonable control occur, the CLIENT agrees S-H is not responsible for damages, nor shall S-H be deemed to be in default of this Agreement.

ASSIGNMENT.

Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

SEVERABILITY, SURVIVAL AND WAIVER.

Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the CLIENT and S-H shall survive the completion of the services hereunder and the termination of this Agreement. The failure of a party to insist upon strict compliance of any term hereof shall not constitute a waiver by that party of its rights to insist upon strict compliance at a subsequent date.

GOVERNING LAW.

This Agreement shall be governed pursuant to the laws of the state of Illinois.

EQUAL EMPLOYMENT OPPORTUNITY.

It is the policy of S-H to provide equal employment opportunities for all. S-H will not discriminate against any employee or applicant because of race, color, religion, sex, marital status, national origin, age, ancestry, veteran status, physical or mental handicap, unless related to performance of the job with or without accommodation.

COMPLETE AGREEMENT.

These Terms and Conditions, along with the attached letter for scope of services, schedule, and fees, constitute the entire and integrated agreement between the CLIENT and S-H and supersede all prior negotiations, representations and agreements, whether oral or written. If the CLIENT issues a Purchase Order of which this Agreement becomes a part, the terms of this Agreement shall take precedence in the event of a conflict of terms.

January 28, 2015

The only ISO 9000 accredited testing
laboratory in Iowa, Illinois & South Dakota

TEAM Services

Geotechnical & Material Consultants

A2LA Testing Lab Cert 576.01 (Des Moines)
Validated by the U.S. Army Corps of Engineers

City of Moline Public Works Department
3635 4th Avenue
Moline IL 61265

Attn: Andrea Peterson

CC: Mike Bartels/Rhonda Bartz,
City of Moline

Re: Construction Testing & Inspection Services
2015 Testing Services for the City of Moline
Moline IL
TEAM Proposal No. 18-1005.0

Thank you for giving us the opportunity to provide you with a scope of services and fee estimate for this project. We can provide these services from our Davenport office.

Qualified engineering technicians will be assigned to do the laboratory and field testing along with the observation services. These services would be done on a part-time basis with scheduling by a representative of your firm.

Written reports of tests and inspection results will be submitted promptly to your attention; report copies can be provided to a report distribution list that you specify. You can also be provided online access to your project test data and invoicing information and receive concrete, density, and asphalt reports by email as soon as they are approved. By communicating test results through email, your concerns and input can be responded to within hours.

TEAM Services is accredited in the areas of concrete, soils, aggregates, steel, fireproofing, and asphalt. With our ISO 9000 compliant accreditation, you can rest assured that you will receive high quality, reliable services when you entrust your projects to us.

Estimating of actual costs for our field services can be difficult due to factors, such as scheduling and weather conditions, which are out of our control. Whenever possible, sample pick-up will be incorporated into concrete or soil observation trips. Our fee will be based on the actual quantity of work performed in accordance with the attached fee schedule. Invoices will be submitted monthly. The following scope and fees are based on the information available and our experience with similar projects. If requested, a more accurate scope could be produced when the construction schedule and other relevant factors are known.

Page 1 of 3

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717 SE 6th St • Des Moines, IA 50309 • ph: 515-282-8818 • fx: 515-282-8741 • staff@teamservices.com • www.teamservices.com
Des Moines • Council Bluffs • Fort Dodge • Spirit Lake • Sloux Falls • Mason City • Cedar Rapids • Waterloo • Davenport • Dubuque

TEAM SERVICES TERMS AND CONDITIONS

PAYMENT TERMS – Payment is due upon receipt of our invoice. If payment is not received within thirty days from the invoice date, Client agrees to pay a finance charge on the principal amount of the past due account of one and one-half percent per month. If one and one-half percent per month exceeds the maximum allowed by law, the charge shall automatically be reduced to the maximum legally allowable. Client agrees to pay all costs associated with collection of overdue invoices, including reasonable attorney's fees.

In the event Client requests termination of the services prior to completion, a termination charge in an amount not to exceed thirty per cent of all charges incurred through the date services are stopped plus any shutdown costs may, at the discretion of TEAM Services, be made. If during the execution of the services, TEAM Services is required to stop operations as a result of changes in the scope of services such as requests by the Client or requirements of third parties, additional charges will be applicable.

INSURANCE – TEAM Services maintains Worker's Compensation and Employer's Liability Insurance in conformance with applicable state law. In addition we maintain Comprehensive General Liability Insurance and Automobile Liability Insurance with limits of \$1,000,000/\$1,000,000. A certificate of insurance can be supplied evidencing such coverage which contains a clause providing that ten days written notice be given prior to cancellation. Cost of the above coverage is included in our quoted fees. If additional coverage or increased limits of liability are required, TEAM Services will endeavor to obtain the requested insurance and charge separately for costs associated with additional coverage or increased limits. TEAM Services shall maintain professional and pollution liability insurance in the amount of \$1,000,000 (claims made basis).

STANDARD OF CARE – The only warranty or guarantee made by TEAM Services in connection with the services performed hereunder, is that we will use that degree of care and skill ordinarily exercised under similar conditions by reputable members of our profession practicing in the same or similar locality. No other warranty, expressed or implied, is made or intended by our proposal for consulting services or by our furnishing oral or written reports.

LIMITATION OF LIABILITY – Client agrees that TEAM Services' liability of any damage on account of any error, omission or other professional negligence will be limited to a sum not to exceed \$50,000 or TEAM Services fee, whichever is greater. If client prefers to have higher limits on professional liability TEAM Services agrees to increase the limits up to a maximum of \$1,000,000 upon Client's written request at the time of accepting our proposal provided that Client agrees to pay an additional consideration of two percent of our total fee, or \$200, whichever is greater. The additional charge for the higher liability limits is because of the greater risk assumed and is not strictly a charge for additional professional liability insurance.

SAMPLING OR TESTING LOCATION – The fees included in this proposal do not include costs associated with surveying of the site or the accurate horizontal and vertical locations of tests. Field tests or boring locations described in TEAM Services' report or shown on sketches are based on specific information furnished by others or statements made in the field by our technicians. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated in the report.

RIGHT-OF-ENTRY – Unless otherwise agreed, Client will furnish right of entry on the property for us to make the planned borings, surveys, tests, and/or explorations. We will take reasonable precautions to minimize damage to the property caused by our operations, but we have not included in our fee the cost of restoration of damage which may result. If Client desires us to restore the property to its former condition, we will accomplish this and add the cost to our fee.

DAMAGE TO EXISTING MANMADE OBJECTS – It shall be the responsibility of the Client or his duly authorized representative to disclose the presence and accurate location of all hidden or obscure man-made objects relative to field tests or boring locations. TEAM Services' field personnel are trained to recognize clearly identifiable stakes or markings in the field and without special written instructions to initiate field testing, drilling, and/or sampling within a reasonable distance of each designated location. If TEAM Services is cautioned, advised or given data in writing that reveal the presence or potential presence of underground or overground obstructions, such as utilities, TEAM Services will give special instructions to its field personnel. As evidenced by Client's acceptance of this proposal, Client agrees to indemnify and save harmless from all claims, suits, losses, personal injuries, death and property liability resulting from unusual subsurface conditions or damages to subsurface structures, owned by Client or third parties, occurring in the performance of the proposed services, whose presence and exact locations were not revealed to TEAM Services in writing, and to reimburse TEAM Services for expenses in connection with any such claims or suits, including reasonable attorney's fees.

SAMPLE DISPOSAL AGREEMENT – Unless otherwise requested, test specimens or samples will be disposed of immediately upon completion of tests, and drilling samples or other specimens will be disposed of 60 days after submission of our report. Upon written request, TEAM Services will retain test specimens or drilling samples for a mutually acceptable storage charge and period of time.

OWNERSHIP OF DOCUMENTS – All documents, including, but not limited to, drawings, specifications, reports, boring logs, field notes, laboratory test data, calculations and estimates, prepared by TEAM Services are instruments of service pursuant to this Agreement, shall be the sole property of TEAM Services. Client agrees that all documents of any nature furnished to Client or Client's agents or designees, if not paid for, will be returned upon demand and will not be used by Client for any purpose whatsoever. Client further agrees that under no circumstances shall any documents produced by, pursuant to this Agreement, be used at any location or for any project not expressly provided for in this Agreement without the written permission of TEAM Services. At the request and expense of Client, TEAM Services will provide Client with copies of documents created in performance of the work for a period not exceeding five years following submission of the report contemplated by this Agreement.

SAFETY – Should TEAM Services provide periodic observations or monitoring services at the job site during construction, Client agrees that in accordance with generally accepted construction practices, the contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work and compliance with OSHA regulations, and that these requirements will apply continuously and not be limited to normal working hours. Any monitoring of the contractor's procedures conducted by TEAM Services is not intended to include review of the adequacy of the contractor's safety measures in, on, adjacent to, or near the construction site.

SITE VISITS – Client agrees that TEAM Services will not be expected to make exhaustive or continuous on-site inspections but that periodic observations appropriate to the construction stage shall be performed. It is further agreed that TEAM Services will not assume responsibility for the contractor's means, methods, techniques, sequences or procedures of construction, and it is understood that field services provided by TEAM Services will not relieve the contractor of his responsibilities for performing the work in accordance with the plans and specifications. The words "supervision," "inspection," or "control" are used to mean periodic observation of the work and the conducting of tests by TEAM Services to verify substantial compliance with the plans, specifications and design concepts. Continuous inspections by our employees does not mean that TEAM Services is observing placement of all materials. Full-time inspections means that an employee of TEAM Services has been assigned for eight-hour days during regular business hours.

GOVERNING LAW – This agreement shall be governed in all respects by the laws of the State of Iowa.

The documents accompanying this transmission contain confidential information belonging to the sender which is legally privileged. The information is intended only for the use of the individual or entity named above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or the taking of any action in reliance on or regarding the contents of this transmitted information is strictly prohibited. If you have received this transmission in error, please immediately notify us by telephone to arrange for return of the original documents to us.



DEPARTMENT OF THE ARMY

ENGINEER RESEARCH AND DEVELOPMENT CENTER, CORPS OF ENGINEERS
GEOTECHNICAL AND STRUCTURES LABORATORY
WATERWAYS EXPERIMENT STATION, 3909 HALLS FERRY ROAD
VICKSBURG, MISSISSIPPI 39180-6199Y

Reply to the attention of:

April 1, 2013

Concrete and Materials Branch

Mr. Jeff Roberts
TEAM Services, Inc.
717 S E. 6th Street
Des Moines, IA 50309

TEAM Services, Inc.
1958 West River Drive, Ste. A
Davenport, IA 52802

TEAM Services, Inc.
127 South 35th St.
Council Bluffs, IA 51501

An inspection of your materials testing laboratory was performed on March 24-25, 2012. You provided deficiency corrections to the materials Testing Center (MTC) on May 13, 2012. These deficiency corrections were compared to the ASTM Standards for compliance and found to be satisfactory.

Your Quality System meets the requirements of the U.S. Army Corps of Engineers. The material test methods that you are validated to perform for the U.S. Army Corps of Engineers are:

Aggregate Tests: ASTM C40, C117, C127, C128, C131, C136, C227, C535, C566, C702, and D75.

Bituminous Tests: ASTM D140, D2041, D2726, D2950, D3203, D3665, D3666, D5444, D6926, D6927, E329, and CRD-C650.

Concrete Tests: C31, C39, C138, C143, C172, C231, C1064, C470, C496, C511, C617, C1077, C1231 and E329.

Masonry, Mortar & Grout Tests: ASTM C780, C1019 and C1314

Soil Tests: ASTM D421, D422, D698, D854, D1140, D1556, D1557, D1883, D2168, D2216, D2434, D2487, D2488, D3080, D3740, D4253, D4254, D4318, D4643, D5084, D6938, and E329.

We will add your laboratory to the list of commercial laboratories qualified to conduct material tests for the U.S. Army Corps of Engineers; see the MTC page at <http://gsl.erd.usace.army.mil/SL/MTC>. All Corps offices will be notified of this decision and will have the opportunity to use your services. TEAM Services, Inc., Des Moines, IA will remain on our list of laboratories qualified to conduct material tests until **July 19, 2015** three (3) years from the date of the inspection.

Davenport, Iowa Validation Certificate available upon request.

Copy Furnished:
Mr. Doug Comer / Louisville District

Sincerely,

Alfred B. Crawley, PE
Director
Materials Testing Center



February 4th, 2015

Ms. Rhonda Bartz
Municipal Services Center
3635-4th Avenue
Moline, IL 61265

Re: Temporary Technical Services

Dear Rhonda:

We are pleased to submit hourly rates for various classifications of employees for work on upcoming City of Moline projects in 2015. These rates would be in effect until December 31, 2015 and are as follows:

Project Hourly Rate Schedule	
Classification	Rate
Principal Engineer	\$120
Geotechnical/Structural Engineer	\$80
Senior Field Technician	\$65
Field Technician	\$45
UNIT RATES	
Concrete Compression Test	\$12 each
Cylinder Mold	\$1.50 each
Proctor Laboratory Test	\$150 each

We would appreciate as much lead time as possible to enable us to schedule our work force and provide a person or persons that best fits your needs on a particular project. If you wish to exercise this agreement please sign one copy and return to us. We will not proceed on any project without a clear understanding and a written agreement identifying the project.

We look forward to working with you this year.

Respectfully,
American Testing and Engineering, LLC

Accepted By
City of Moline

By Kirk M. Nelson
Kirk M. Nelson, P.E., S.E.
President

Date

Council Bill/Resolution No. 1034-2015

Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute a contract with Langman Construction, Inc. for Project #1223, 2015 Residential Resurfacing Program, in the amount of \$838,306.82.

WHEREAS, bids were publicly read on February 17, 2015; and

WHEREAS, bids were solicited with Langman Construction, Inc. submitting the lowest responsible and responsive bid; and

WHEREAS, sufficient funds are available.

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

That the Mayor and City Clerk are hereby authorized to execute a contract with Langman Construction, Inc. for Project #1223, 2015 Residential Resurfacing Program, in the amount of \$838,306.82; provided, however, that said contract is in substantially similar 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.

CITY OF MOLINE, ILLINOIS

Mayor

March 10, 2015
Date

Passed: March 10, 2015

Approved: March 24, 2015

Attest: _____
City Clerk

Approved as to Form:

City Attorney

CITY OF MOLINE CONTRACT

THIS AGREEMENT, made and concluded this _____ day of _____, A.D., 2015, between **LANGMAN CONSTRUCTION, INC.** of **220 34TH AVENUE, ROCK ISLAND, IL 61201**, hereinafter referred to as the “CONTRACTOR,” and the CITY OF MOLINE, ILLINOIS, hereinafter referred to as the “CITY;”

WITNESSETH, that the CONTRACTOR for and in consideration of the payments to be made to it by the CITY in the amount of **EIGHT HUNDRED THIRTY EIGHT THOUSAND THREE HUNDRED SIX AND 82/100 (\$838,306.82) DOLLARS**, hereby covenants and agrees, to and with the CITY, that it shall and will in good and workmanlike manner, furnish all the labor and material for **PROJECT #1223, 2015 RESIDENTIAL RESURFACING PROGRAM** as set out in the plans and specifications.

Such work to be under the direction and to the satisfaction of the City Engineer, and in accordance with the plans and specifications, which are a part of this contract. The work to be commenced not later than 10 days after the execution of this contract; to progress regularly and uninterruptedly after it shall have been begun excepting as shall otherwise be ordered by the City Council of the City of Moline (hereinafter referred to as the “City Council”), or its authorized representative, and shall be finished and fully completed within the timeframe set forth in the specifications; the time of commencement, rate of progress and time of completion being essential conditions of this contract; PROVIDED, however that if the time of the performance of the contract herein be for any reason either expressly or by implication extended, such extension shall not affect the validity of this contract.

The Contractor further agrees that the unit prices submitted are for the purpose of obtaining a gross sum, and for use in computing the value of extras and deductions; that if there is a discrepancy between the gross sum bid and that resulting from the summation of the quantities multiplied by their

respective unit prices, the latter shall apply. When this contract shall be wholly carried out and completed on the part of the Contractor, and when said work has been accepted by the City, a sum of money shall be computed by multiplying the following unit prices by the quantity of items completed, it being understood that the following total sum of money listed is for the purpose of determining the amount of the performance, labor, material and maintenance bond only. Such payment shall be made as provided for in the said specifications.

This Contract calls for the construction of a “public work” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. (“the Act”). The Act requires contractors, subcontractors, and truckers to pay laborers, workers, and mechanics performing services on public works projects not less than the “prevailing rate of wages” (hourly cash wages plus fringe benefits) in the county where the work is performed. The prevailing wage rates for projects for the City of Moline required by Moline Special Ordinance 4023-2014 are updated monthly by the Illinois Department of Labor and may be found at:

http://www.illinois.gov/idol/Laws-Rules/CONMED/Rates/14-07Jul/ROCK_ISL.htm.

All contractors, subcontractors, and truckers rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties. All contractors, subcontractors, and truckers shall keep an accurate record showing the names and occupations of all laborers, workers, and mechanics employed by them on this contract, and also showing the actual hourly wages paid to each of such persons and shall preserve their weekly payroll records for a period of three (3) years from the date of completion of the contract. Weekly certified payrolls shall be sent to the City Engineer.

For further information, please refer to the Illinois Department of Labor’s website at:
<http://www.state.il.us/agency/idol>.

It is further provided that the CONTRACTOR shall upon the sealing of this contract, file with the CITY a good and sufficient bond in the penal sum of **EIGHT HUNDRED THIRTY EIGHT**

THOUSAND THREE HUNDRED SIX AND 82/100 (\$838,306.82) DOLLARS conditioned upon the faithful performance and execution of the work covered by this contract according to the complete and detailed specifications and full and complete drawings, profiles and models therefore, and according to the terms and conditions of this contract, and conditioned also that the CONTRACTOR shall pay all debts incurred by said CONTRACTOR in the prosecution of such work, including those for labor and materials furnished. The CONTRACTOR further agrees to pay liquidated damages as set forth in the specifications for failure to complete the Project by the date specified.

IN WITNESS WHEREOF, the said Parties have executed these presents on the date above mentioned.

CONTRACTOR:

CITY:

CITY OF MOLINE, ILLINOIS

By: _____

By: _____

Mayor

Attest: _____

City Clerk

Approved as to form:

City Attorney

Date: _____

Date: _____

Performance Bond Attached

Certificate of Insurance Attached

CITY OF MOLINE, IL BID TABULATION

Bid Date and Time: February 17, 2015 11:00 a.m.

Project: 1223 - 2015 Residential Resurfacing Program

ITEM NO.	ITEM	APPROX QUANTITY	UNIT	Langman Construction, Inc.		Valley Construction Company		General Asphalt Construction Company	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	1527	SY	\$2.00	\$3,054.00	\$1.85	\$2,824.95	\$1.47	\$2,244.69
2	SEEDING SPECIAL, COMPLETE	1	L. SUM	\$3,000.00	\$3,000.00	\$3,300.00	\$3,300.00	\$20,000.00	\$20,000.00
3	AGGREGATE BASE COURSE, TY B, 6"	1527	SY	\$11.00	\$16,797.00	\$11.50	\$17,560.50	\$9.45	\$14,430.15
4	POLYMERIZED BITUMINOUS MATERIALS (PRIME COAT)	2132	GAL	\$3.22	\$6,865.04	\$2.50	\$5,330.00	\$6.00	\$12,792.00
5	MIXTURE FOR JOINTS, CRACKS AND FLANGWAYS	65	TONS	\$100.00	\$6,500.00	\$145.00	\$9,425.00	\$190.00	\$12,350.00
6	POLYMERIZED LEVELING BINDER, MM, IL 4.75, N50, 1"	17677	SY	\$7.03	\$124,269.31	\$7.90	\$139,648.30	\$7.00	\$123,739.00
7	POLYMERIZED HMA SURFACE COURSE, MIX D, N50, 2"	17677	SY	\$9.93	\$175,532.61	\$11.65	\$205,937.05	\$11.00	\$194,447.00
8	TEMPORARY RAMP	354	SY	\$16.22	\$5,741.88	\$27.50	\$9,735.00	\$35.25	\$12,478.50
9	INCIDENTAL HOT-MIX ASPHALT SURFACING	10	TONS	\$487.00	\$4,870.00	\$385.00	\$3,850.00	\$190.00	\$1,900.00
10	HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH	13002	SY	\$3.49	\$45,376.98	\$3.40	\$44,206.80	\$5.25	\$68,260.50
11	PAVEMENT REMOVAL	1446	SY	\$15.00	\$21,690.00	\$13.25	\$19,159.50	\$12.48	\$18,046.08
12	P.C.C PAVEMENT, 7" W/INT. CURB	1431	SY	\$66.00	\$94,446.00	\$63.25	\$90,510.75	\$55.12	\$78,876.72
13	P.C.C DRIVEWAY PAVEMENT	136	SY	\$70.00	\$9,520.00	\$64.50	\$8,772.00	\$56.16	\$7,637.76
14	DRIVEWAY PAVEMENT REMOVAL	136	SY	\$12.00	\$1,632.00	\$21.00	\$2,856.00	\$12.72	\$1,729.92
15	SIDEWALK REMOVAL	348	SF	\$2.00	\$696.00	\$2.40	\$835.20	\$1.56	\$542.88
16	P.C.C SIDEWALK, 4"	209	SF	\$13.00	\$2,717.00	\$8.75	\$1,828.75	\$6.36	\$1,329.24
17	P.C.C SIDEWALK RAMP, 6"	142	SF	\$15.00	\$2,130.00	\$11.50	\$1,633.00	\$20.80	\$2,953.60
18	DETECTABLE WARNINGS	52	SF	\$20.00	\$1,040.00	\$29.50	\$1,534.00	\$42.40	\$2,204.80
19	CLASS B PATCH, TY II, 8"	8	SY	\$150.00	\$1,200.00	\$125.00	\$1,000.00	\$93.60	\$748.80
20	CLASS B PATCH, TY IV, 8"	2426	SY	\$100.00	\$242,600.00	\$83.00	\$201,358.00	\$85.86	\$208,296.36
21	COMB. CURB & GUTTER REMOVAL & REPLACEMENT, SPECIAL	468	LF	\$48.00	\$22,464.00	\$54.25	\$25,389.00	\$52.50	\$24,570.00
22	VALVE BOX TO BE ADJUSTED	5	EA	\$350.00	\$1,750.00	\$275.00	\$1,375.00	\$275.00	\$1,375.00
23	VALVE VAULT TO BE ADJUSTED	4	EA	\$550.00	\$2,200.00	\$275.00	\$1,100.00	\$385.00	\$1,540.00
24	WATER MAIN, DIP, P CL 350, 10"	14	LF	\$50.00	\$700.00	\$200.00	\$2,800.00	\$262.50	\$3,675.00
25	CAP, 10"	1	EA	\$75.00	\$75.00	\$385.00	\$385.00	\$525.00	\$525.00
26	CLEANOUT TO BE ADJUSTED	1	EA	\$350.00	\$350.00	\$260.00	\$260.00	\$275.00	\$275.00
27	MANHOLE TO BE ADJUSTED (SANITARY)	3	EA	\$550.00	\$1,650.00	\$750.00	\$2,250.00	\$385.00	\$1,155.00
28	MANHOLE TO BE ADJUSTED WITH NEW FRAME AND LID (SANITARY)	9	EA	\$850.00	\$7,650.00	\$775.00	\$6,975.00	\$385.00	\$3,465.00
29	INLET TO BE ADJUSTED	10	EA	\$750.00	\$7,500.00	\$475.00	\$4,750.00	\$550.00	\$5,500.00

The above prices are "as read" and are subject to approval by the City of Moline Engineering Department.

30	INLET DOUBLE TO BE ADJUSTED	4	EA	\$1,050.00	\$4,200.00	\$850.00	\$3,400.00	\$1,100.00	\$4,400.00
31	MANHOLE TO BE ADJUSTED WITH NEW FRAME AND LID (STORM)	1	EA	\$850.00	\$850.00	\$850.00	\$850.00	\$385.00	\$385.00
32	TRAFFIC CONTROL COMPLETE	1	L. SUM	\$16,000.00	\$16,000.00	\$34,179.20	\$34,179.20	\$35,500.00	\$35,500.00
33	DETECTOR LOOP, TYPE I	180	L.F.	\$18.00	\$3,240.00	\$21.50	\$3,870.00	\$20.70	\$3,726.00
					\$838,306.82		\$858,888.00		\$871,099.00

ITEM NO.	ITEM	APPROX QUANTITY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	1527	SY	\$1.75	\$2,672.25	\$1.75	\$2,672.25	\$2.00	\$3,054.00
2	SEEDING SPECIAL, COMPLETE	1	L. SUM	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$15,000.00	\$15,000.00
3	AGGREGATE BASE COURSE, TY B, 6"	1527	SY	\$9.50	\$14,506.50	\$9.50	\$14,506.50	\$19.00	\$29,013.00
4	POLYMERIZED BITUMINOUS MATERIALS (PRIME COAT)	2132	GAL	\$3.25	\$6,929.00	\$0.01	\$21.32	\$5.00	\$10,660.00
5	MIXTURE FOR JOINTS, CRACKS AND FLANGWAYS	65	TONS	\$150.00	\$9,750.00	\$415.00	\$26,975.00	\$250.00	\$16,250.00
6	POLYMERIZED LEVELING BINDER, MM, IL 4.75, N50, 1"	17677	SY	\$7.10	\$125,506.70	\$8.25	\$145,835.25	\$8.25	\$145,835.25
7	POLYMERIZED HMA SURFACE COURSE, MIX D, N50, 2"	17677	SY	\$10.00	\$176,770.00	\$12.00	\$212,124.00	\$12.75	\$225,381.75
8	TEMPORARY RAMP	354	SY	\$16.50	\$5,841.00	\$10.00	\$3,540.00	\$45.50	\$16,107.00
9	INCIDENTAL HOT-MIX ASPHALT SURFACING	10	TONS	\$490.00	\$4,900.00	\$200.00	\$2,000.00	\$272.50	\$2,725.00
10	HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH	13002	SY	\$3.75	\$48,757.50	\$5.00	\$65,010.00	\$4.25	\$55,258.50
11	PAVEMENT REMOVAL	1446	SY	\$11.00	\$15,906.00	\$11.00	\$15,906.00	\$17.00	\$24,582.00
12	P.C.C PAVEMENT, 7" W/INT. CURB	1431	SY	\$52.00	\$74,412.00	\$52.00	\$74,412.00	\$71.85	\$102,817.35
13	P.C.C DRIVEWAY PAVEMENT	136	SY	\$72.00	\$9,792.00	\$72.00	\$9,792.00	\$70.00	\$9,520.00
14	DRIVEWAY PAVEMENT REMOVAL	136	SY	\$16.00	\$2,176.00	\$16.00	\$2,176.00	\$17.00	\$2,312.00
15	SIDEWALK REMOVAL	348	SF	\$2.00	\$696.00	\$2.00	\$696.00	\$4.00	\$1,392.00
16	P.C.C SIDEWALK, 4"	209	SF	\$13.00	\$2,717.00	\$13.00	\$2,717.00	\$11.50	\$2,403.50
17	P.C.C SIDEWALK RAMP, 6"	142	SF	\$25.00	\$3,550.00	\$25.00	\$3,550.00	\$24.00	\$3,408.00
18	DETECTABLE WARNINGS	52	SF	\$40.00	\$2,080.00	\$40.00	\$2,080.00	\$38.50	\$2,002.00
19	CLASS B PATCH, TY II, 8"	8	SY	\$150.00	\$1,200.00	\$150.00	\$1,200.00	\$85.00	\$680.00
20	CLASS B PATCH, TY IV, 8"	2426	SY	\$105.00	\$254,730.00	\$105.00	\$254,730.00	\$85.00	\$206,210.00
21	COMB. CURB & GUTTER REMOVAL & REPLACEMENT, SPECIAL	468	LF	\$53.00	\$24,804.00	\$53.00	\$24,804.00	\$74.50	\$34,866.00
22	VALVE BOX TO BE ADJUSTED	5	EA	\$1,000.00	\$5,000.00	\$1,000.00	\$5,000.00	\$335.00	\$1,675.00
23	VALVE VAULT TO BE ADJUSTED	4	EA	\$1,500.00	\$6,000.00	\$1,500.00	\$6,000.00	\$500.00	\$2,000.00
24	WATER MAIN, DIP, P CL 350, 10"	14	LF	\$200.00	\$2,800.00	\$200.00	\$2,800.00	\$335.00	\$4,690.00
25	CAP, 10"	1	EA	\$200.00	\$200.00	\$200.00	\$200.00	\$725.00	\$725.00
26	CLEANOUT TO BE ADJUSTED	1	EA	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$300.00	\$300.00
27	MANHOLE TO BE ADJUSTED (SANITARY)	3	EA	\$1,500.00	\$4,500.00	\$1,500.00	\$4,500.00	\$500.00	\$1,500.00
28	MANHOLE TO BE ADJUSTED WITH NEW FRAME AND LID (SANITARY)	9	EA	\$1,600.00	\$14,400.00	\$1,600.00	\$14,400.00	\$660.00	\$5,940.00
29	INLET TO BE ADJUSTED	10	EA	\$1,300.00	\$13,000.00	\$1,300.00	\$13,000.00	\$615.00	\$6,150.00
30	INLET DOUBLE TO BE ADJUSTED	4	EA	\$1,600.00	\$6,400.00	\$1,600.00	\$6,400.00	\$885.00	\$3,540.00
31	MANHOLE TO BE ADJUSTED WITH NEW FRAME AND LID (STORM)	1	EA	\$1,600.00	\$1,600.00	\$1,600.00	\$1,600.00	\$700.00	\$700.00

32	TRAFFIC CONTROL COMPLETE	1	L. SUM	\$52,000.00	\$52,000.00	\$60,000.00	\$60,000.00	\$80,000.00	\$80,000.00
33	DETECTOR LOOP, TYPE I	180	L.F.	\$18.50	\$3,330.00	\$48.00	\$8,640.00	\$20.25	\$3,645.00
					\$907,925.95		\$998,287.32		\$1,020,342.35

Council Bill/Resolution No. 1035-2015
Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute a contract with Emery Construction Group, Inc. for Project #1217, 2015 Sidewalk Replacement Program, in the amount of \$117,220.

WHEREAS, bids were publicly read on February 10, 2015; and

WHEREAS, bids were solicited with Emery Construction Group, Inc. submitting the lowest responsible and responsive bid; and

WHEREAS, sufficient funds are available.

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

That the Mayor and City Clerk are hereby authorized to execute a contract with Emery Construction Group, Inc. for Project #1217, 2015 Sidewalk Replacement Program, in the amount of \$117,220; provided, however, that said contract is in substantially similar 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.

CITY OF MOLINE, ILLINOIS

Mayor

March 10, 2015
Date

Passed: March 10, 2015

Approved: March 24, 2015

Attest: _____
City Clerk

Approved as to Form:

City Attorney

CITY OF MOLINE CONTRACT

THIS AGREEMENT, made and concluded this _____ day of _____, A.D., 2015, between **EMERY CONSTRUCTION GROUP, INC.** of **4512 AVENUE OF THE CITIES, SUITE 106, MOLINE, IL 61265**, hereinafter referred to as the “CONTRACTOR,” and the CITY OF MOLINE, ILLINOIS, hereinafter referred to as the “CITY;”

WITNESSETH, that the CONTRACTOR for and in consideration of the payments to be made to it by the CITY in the amount of **ONE HUNDRED SEVENTEEN THOUSAND TWO HUNDRED TWENTY AND 00/100 (\$117,220.00) DOLLARS**, hereby covenants and agrees, to and with the CITY, that it shall and will in good and workmanlike manner, furnish all the labor and material for **PROJECT #1217, 2015 SIDEWALK REPLACEMENT PROGRAM** as set out in the plans and specifications.

Such work to be under the direction and to the satisfaction of the City Engineer, and in accordance with the plans and specifications, which are a part of this contract. The work to be commenced not later than 10 days after the execution of this contract; to progress regularly and uninterruptedly after it shall have been begun excepting as shall otherwise be ordered by the City Council of the City of Moline (hereinafter referred to as the “City Council”), or its authorized representative, and shall be finished and fully completed within the timeframe set forth in the specifications; the time of commencement, rate of progress and time of completion being essential conditions of this contract; PROVIDED, however that if the time of the performance of the contract herein be for any reason either expressly or by implication extended, such extension shall not affect the validity of this contract.

The Contractor further agrees that the unit prices submitted are for the purpose of obtaining a gross sum, and for use in computing the value of extras and deductions; that if there is a discrepancy between the gross sum bid and that resulting from the summation of the quantities multiplied by their

respective unit prices, the latter shall apply. When this contract shall be wholly carried out and completed on the part of the Contractor, and when said work has been accepted by the City, a sum of money shall be computed by multiplying the following unit prices by the quantity of items completed, it being understood that the following total sum of money listed is for the purpose of determining the amount of the performance, labor, material and maintenance bond only. Such payment shall be made as provided for in the said specifications.

This Contract calls for the construction of a “public work” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. (“the Act”). The Act requires contractors, subcontractors, and truckers to pay laborers, workers, and mechanics performing services on public works projects not less than the “prevailing rate of wages” (hourly cash wages plus fringe benefits) in the county where the work is performed. The prevailing wage rates for projects for the City of Moline required by Moline Special Ordinance 4023-2014 are updated monthly by the Illinois Department of Labor and may be found at:

http://www.illinois.gov/idol/Laws-Rules/CONMED/Rates/14-07Jul/ROCK_ISL.htm.

All contractors, subcontractors, and truckers rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties. All contractors, subcontractors, and truckers shall keep an accurate record showing the names and occupations of all laborers, workers, and mechanics employed by them on this contract, and also showing the actual hourly wages paid to each of such persons and shall preserve their weekly payroll records for a period of three (3) years from the date of completion of the contract. Weekly certified payrolls shall be sent to the City Engineer.

For further information, please refer to the Illinois Department of Labor’s website at:
<http://www.state.il.us/agency/idol>.

It is further provided that the CONTRACTOR shall upon the sealing of this contract, file with the CITY a good and sufficient bond in the penal sum of **ONE HUNDRED SEVENTEEN**

THOUSAND TWO HUNDRED TWENTY AND 00/100 (\$117,220.00) DOLLARS conditioned upon the faithful performance and execution of the work covered by this contract according to the complete and detailed specifications and full and complete drawings, profiles and models therefore, and according to the terms and conditions of this contract, and conditioned also that the CONTRACTOR shall pay all debts incurred by said CONTRACTOR in the prosecution of such work, including those for labor and materials furnished. The CONTRACTOR further agrees to pay liquidated damages as set forth in the specifications for failure to complete the Project by the date specified.

IN WITNESS WHEREOF, the said Parties have executed these presents on the date above mentioned.

CONTRACTOR:

CITY:

CITY OF MOLINE, ILLINOIS

By: _____

By: _____

Mayor

Attest: _____

City Clerk

Approved as to form:

City Attorney

Date: _____

Date: _____

Performance Bond Attached

Certificate of Insurance Attached

CITY OF MOLINE, IL BID TABULATION

Bid Date and Time: February 10, 2015 11:00 a.m.

Project: 1217 - 2015 Sidewalk Replacement Program

**Centennial Contractors of the
Emery Construction Group, Inc. Quad Cities, Inc. Valley Construction Company**

ITEM NO.	ITEM	APPROX QUANTITY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	PCC SIDEWALK, 4"	12500	SF	\$7.00	\$87,500.00	\$8.00	\$100,000.00	\$9.15	\$114,375.00
2	CURB REMOVAL	100	LF	\$15.00	\$1,500.00	\$20.00	\$2,000.00	\$33.00	\$3,300.00
3	EXPOSED AGGREGATE SIDEWALK, 4"	100	SF	\$9.00	\$900.00	\$10.00	\$1,000.00	\$15.50	\$1,550.00
4	DOMESTIC WATER SERVICE BOX TO BE ADJUSTED	2	EA	\$50.00	\$100.00	\$100.00	\$200.00	\$115.00	\$230.00
5	MANHOLE TO BE ADJUSTED	2	EA	\$150.00	\$300.00	\$200.00	\$400.00	\$350.00	\$700.00
6	VALVE BOX TO BE ADJUSTED	2	EA	\$100.00	\$200.00	\$100.00	\$200.00	\$150.00	\$300.00
7	AGGREGATE BASE	50	CF	\$5.00	\$250.00	\$5.00	\$250.00	\$4.50	\$225.00
8	PCC DRIVEWAY PAVEMENT	17	SY	\$10.00	\$170.00	\$90.00	\$1,530.00	\$120.00	\$2,040.00
9	HOT MIX ASPHALT SURFACE COURSE	10	TON	\$170.00	\$1,700.00	\$200.00	\$2,000.00	\$400.00	\$4,000.00
10	DETECTABLE WARNINGS	200	SF	\$40.00	\$8,000.00	\$40.00	\$8,000.00	\$40.00	\$8,000.00
11	CONCRETE CURB & GUTTER REMOVE & REPLACEMENT	40	LF	\$40.00	\$1,600.00	\$42.00	\$1,680.00	\$75.00	\$3,000.00
12	PCC SIDEWALK RAMP, 6"	1500	SF	\$10.00	\$15,000.00	\$12.00	\$18,000.00	\$10.40	\$15,600.00
	TOTAL				\$117,220.00		\$135,260.00		\$153,320.00

Walter D. Laud, Inc.

ITEM NO.	ITEM	APPROX QUANTITY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	PCC SIDEWALK, 4"	12500	SF	\$10.00	\$125,000.00		\$0.00		\$0.00
2	CURB REMOVAL	100	LF	\$25.00	\$2,500.00		\$0.00		\$0.00
3	EXPOSED AGGREGATE SIDEWALK, 4"	100	SF	\$20.00	\$2,000.00		\$0.00		\$0.00
4	DOMESTIC WATER SERVICE BOX TO BE ADJUSTED	2	EA	\$150.00	\$300.00		\$0.00		\$0.00
5	MANHOLE TO BE ADJUSTED	2	EA	\$750.00	\$1,500.00		\$0.00		\$0.00
6	VALVE BOX TO BE ADJUSTED	2	EA	\$200.00	\$400.00		\$0.00		\$0.00
7	AGGREGATE BASE	50	CF	\$1.00	\$50.00		\$0.00		\$0.00
8	PCC DRIVEWAY PAVEMENT	17	SY	\$110.00	\$1,870.00		\$0.00		\$0.00
9	HOT MIX ASPHALT SURFACE COURSE	10	TON	\$400.00	\$4,000.00		\$0.00		\$0.00
10	DETECTABLE WARNINGS	200	SF	\$120.00	\$24,000.00		\$0.00		\$0.00
11	CONCRETE CURB & GUTTER REMOVE & REPLACEMENT	40	LF	\$60.00	\$2,400.00		\$0.00		\$0.00
12	PCC SIDEWALK RAMP, 6"	1500	SF	\$8.00	\$12,000.00		\$0.00		\$0.00
	TOTAL				\$176,020.00		\$0.00		\$0.00

The above prices are "as read" and are subject to approval by the City of Moline Engineering Department.

Council Bill/General Ordinance No. 3009-2015

Sponsor: _____

AN ORDINANCE

- AMENDING Chapter 29, "SUBDIVISIONS," of the Moline Code of Ordinances, by repealing said chapter in its entirety and reserving the chapter for future use; and
- AMENDING Chapter 35, "ZONING AND LAND DEVELOPMENT," of the Moline Code of Ordinances, by repealing its table of contents and Articles I, II and IV in their entirety and enacting in lieu thereof one new table of contents and new Articles I, II and IV dealing with the same subject matter.

WHEREAS, on January 14, 2014, this Council entered into a professional service agreement with James Duncan Associates, Inc. to prepare a comprehensive update to Chapter 29, "Subdivisions," of the Moline Code of Ordinances; and

WHEREAS, a steering committee comprised of City staff and Plan Commissioners has worked with the consultant to review the Code chapters and recommend updates; and

WHEREAS, the committee has recommended merging updated subdivision standards into the Zoning and Land Development Code at Chapter 35 and creating a non-codified policies and procedures document which will simplify and streamline the subdivision application and development process in Moline; and

WHEREAS, on January 28, 2015, upon due notice of hearing, the Plan Commission held a public hearing in regard to the proposed amendments to Chapter 29 and Chapter 35 of the Moline Code of Ordinances; and

WHEREAS, on said date, the Plan Commission recommended unanimous approval of the proposed amendments to the Moline Code of Ordinances; and

WHEREAS, this Council has received the recommendations of the Plan Commission for the proposed amendments, said recommendations having been formed after public hearing upon due notice, research, guidance from a development regulations consulting firm, and input from City staff; and

WHEREAS, this ordinance will repeal Chapter 29 of the Moline Code of Ordinances and reserve the chapter for future use and also amend portions of Chapter 35 of the Code to incorporate the proposed amendments as recommended by the project steering committee and consultant.

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

Section 1 – That Chapter 29, “SUBDIVISIONS,” of the Moline Code of Ordinances, is hereby amended by repealing said chapter in its entirety and reserving the chapter for future use.

Section 2 – That Chapter 35, “ZONING AND LAND DEVELOPMENT,” of the Moline Code of Ordinances, is hereby amended by repealing the table of contents in its entirety and enacting in lieu thereof one new table of contents, which shall read as follows:

- “Art. I. General Provisions and Administration
 - Div. 1. In General, §35-1100 –§35-1113
 - Div. 2. Word Usage, Abbreviations and Definitions, §35-1200 – §35-1203
 - Div. 3. Decision Making Authority, §35-1300 – §35-1305
- Art. II. Development Review and Procedures
 - Div. 1. Administrative Development Review, §35-2100 - §35-2110,
 - Div. 2. Non-Administrative Development Review, §35-2200 - §35-2211
- Art. III. Zoning
 - Div. 1. In General, §35-3100 - §35-3115
 - Div. 2. Residential and Resource Zoning Districts, §35-3200 - §35-3211
 - Div. 3. Non-Residential/Resource Zoning Districts, §35-3300 - §35-3314
 - Div. 4. Land Use Regulations, §35-3400 - §35-3420
 - Div. 5. Wireless Telecommunications Towers and Facilities, §35-3500 - §35-3527
 - Div. 6. Density and Intensity Regulations, §35-3600 - §35-3604
 - Div. 7. Planned Unit Development, §35-3700 - §35-3705
- Art. IV. Development Standards
 - Div. 1. Natural Resource Protection Standards, §35-4100 - §35-4109
 - Div. 2. Infrastructure and Public Improvement Standards §35-4200 - §35-4224
- Art. V. Site Improvement and Performance Standards
 - Div. 1. Parking and Loading Standards, §35-5100 - §35-5101
 - Div. 2. Landscaping and Bufferyard Standards, §35-5200 - §35-5210
 - Div. 3. Illumination Standards, §35-5300 - §35-5305
 - Div. 4. General Performance Standards, §35-5400 - §35-5412
 - Div. 5. Quality Building and Site Design and Materials Standards, §35-5500 - §35-5503

Appendix A. Detailed Classification of Plant Species

Appendix B. Wireless Communication Facility Overlay District 1 Sites Approved for Administrative Review”

Section 3 – That Chapter 35, “ZONING AND LAND DEVELOPMENT,” of the Moline Code of Ordinances, is hereby amended by repealing Article I, “General Provisions and Administration,” in its entirety and enacting in lieu thereof one new Article I dealing with the same subject matter, which shall read as follows:

“ARTICLE I. GENERAL PROVISIONS AND ADMINISTRATION

DIVISION 1. IN GENERAL

SEC. 35-1100. TITLE.

This Code shall be known, cited and referred to as the City of Moline Zoning and Land Development Code, as referred to herein, where it shall be known as “this Code.”

SEC. 35-1101. AUTHORITY.

This Code is enacted pursuant to the authority granted by the Illinois compiled Statutes and Article III, Section 6 of the Illinois Constitution of 1920. Statutory references are provided within the body of this Code solely as a means of assisting the reader. Such references are not to be considered as all inclusive and shall in no manner be construed so as to limit the application or interpretation of this Code.

SEC. 35-1102. LEGISLATIVE INTENT.

In enacting this Code, special attention has been given to ensuring a direct relationship of these regulations to the City of Moline's Comprehensive Plan. The general intent of this Code is to implement certain goals and objectives of the Comprehensive Plan which are best addressed through zoning and other land development regulations, as enabled by the Illinois compiled Statutes and Article III, Section 6 of the Illinois Constitution of 1920.

SEC. 35-1103. RATIONALE AND THE APPEARANCE OF ORDINANCE TEXT.

(a) **RATIONALE.** Throughout this Code, paragraphs labeled "Rationale" are included to ensure a complete understanding of the purpose and reasoning of the City in adopting that particular portion of this Code. Each Rationale is intended as an official statement of the legislative findings or purposes, and shall be treated in the same manner as other aspects of legislative history, and shall serve to guide the administrative and judicial interpretation of this Code. The specific rationale expressed in each Rationale section is not intended to be exhaustive, and other non-explicit rationale may also be applicable.

(b) **APPEARANCE OF ORDINANCE TEXT.** The underlined, boldfaced, italicized, alternative point-sized, and/or capitalized typefaces used in this Code are inserted only for convenience, and are in no way to be construed as part of the provisions of this Code or as a limitation of the scope of the particular sections or subsections to which they refer.

SEC. 35-1104. PURPOSE.

(a) The overall purpose of this Code is to implement the City of Moline's Comprehensive Plan and Official Map to the extent possible under zoning, subdivision, and other land development regulations, as permitted by and in accordance with law.

(b) This Code is designed to control and lessen congestion in the streets, to secure safety from fire, panic and other dangers, to preserve, protect, and promote the public health, safety, and the general welfare; to avoid legal and other problems by requiring that subdivided land be properly monumented and recorded; to preserve the natural beauty and topography to the maximum feasible extent; to promote adequate light and air; to encourage protection of groundwater resources; to protect against injury or damage caused by fire, pollution, flooding, stormwater runoff, or erosion and sedimentation; to prevent the overcrowding of lands; to avoid undue concentration of population; to preserve, protect and promote property values; to provide safe and convenient access to new developments by requiring the proper location, design, and construction of streets and sidewalks; to reduce the cost of installing and maintaining adequate water mains, sanitary sewers, stormwater sewers, and other utilities and services; to provide for the acceptance of lands for public rights-of-way; to provide a pleasant living environment by furthering the orderly layout and use of land; and to create an environment conducive to the productive development of the City and to ensure that adequate provision of transportation, water, sewerage, schools, parks and other similar public facilities can be made available to serve the residents of current and new developments.

(c) Specifically, this Code is adopted for the purpose of protecting the public health, safety, morals, comfort, convenience and general welfare by implementing certain goals and objectives of the Comprehensive Plan. Additional purposes of this Code are specified throughout this Code.

Rationale: In developing the specific regulations of this Code, much effort has gone into balancing the components (including the Official Zoning Map). This Code represents the cohesive result of carefully considering plan implementation practices. Amendments to these provisions and/or the Official Zoning Map shall seriously

consider the effect of such changes on the interrelationships which exist within this Code, and between this document, the Comprehensive Plan, and related long-range planning policies and programs.

SEC. 35-1105. RELATIONSHIP TO ILLINOIS QUAD CITIES UNIFIED ZONING CODE.

Most of the zoning districts in this Code are contained in the Illinois Quad Cities Unified Zoning Code (IQUZC) dated May 2002. However, several of the zoning districts and some of the development standards found in the Unified Code are not included in this Code as they were found to be inconsistent with the adopted Moline Comprehensive Plan. Likewise, of the districts and development standards from the IQUZC that are included in this Code, some modifications have been made as necessary to achieve consistencies with and fully implement the adopted Moline Comprehensive Plan. Similarly, some additional development standards have been included in this Code that are not contained in the Unified Code. In some instances these modifications and additions to the Unified Code are highlighted in this Code to assist readers who have familiarity with the Unified Code. It is the intention of the City, however, that in every instance where there are differences between the codes, whether noted or not, the provisions of the Moline Zoning and Land Development Code shall prevail.

SEC. 35-1106. SEPARABILITY AND NON-LIABILITY.

(a) It is hereby declared to be the intention of the City Council that the several provisions of this Code are separable in accordance with the following:

- (1) If any court of competent jurisdiction shall adjudge any provision of this Code to be invalid, such judgment shall not affect any other provisions of this Code not specifically included in said judgment.
- (2) If any court of competent jurisdiction shall adjudge invalid the application of any portion of this Code to a particular property, water body, building, or structure, such judgment shall not affect the application of said provision to any other property, water body, building, or structure not specifically included in said judgment.
- (3) If any requirement or limitation attached to an authorization given under this Code is found invalid, it shall be presumed that the authorization would not have been granted without the requirement or limitation and, therefore, said authorization also shall be invalid.
- (4) The City does not guarantee, warrant, or represent that only those areas designated as floodlands will be subject to periodic inundation and hereby asserts that there is no liability on the part of the City, its officers, employees, agents, or representatives for any flood damages, sanitation problems, drainage problems or damages, or structural damages.

(b) Except as may be provided otherwise by statute or ordinance, no office, board member, agent, or employee of the City shall be personally liable for any damage that may accrue to persons or property as a result of any act required or permitted in the discharge of duties set forth under this ordinance. (See "Local Governmental and Governmental Employees Tort Immunity Act," 745 ILCS 10/1-101, et seq.)

Any suit brought against any officer, board member, agent, or employee of the City, as a result of any act required or permitted in the discharge of duties under this ordinance, shall be defended by the City Attorney until the final determination of the legal proceedings.

SEC. 35-1107. ABROGATION.

It is not intended that this Code abrogate or interfere with any constitutionally protected vested right. It is also not intended that this Code abrogate, repeal, annul, impair or interfere with any existing easements, covenants, deed restrictions, agreements, rules, regulations or permits previously adopted or issued pursuant to law.

SEC. 35-1108. RULES OF INTERPRETATION.

(a) In their interpretation and application, the provisions of this Code shall be held to be the minimum requirements for the promotion of public health, safety, morals and welfare, and shall be liberally construed in favor of the City and shall not be construed to be a limitation or repeal of any other power now or hereafter possessed by the City of Moline.

(b) Where property is affected by the regulation imposed by any provision of this Code and by any other governmental regulations, the regulations which are the most restrictive or which impose higher standards or requirements shall prevail. Regardless of any other provision of this Code, no land shall be developed or used, and no structure erected or maintained in violation of any state or federal regulations. Thus, in accordance with state law, whenever this ordinance imposes higher standards than the county subdivision ordinance, said higher standards shall supersede the county regulations in the unincorporated territory located within the City of Moline's subdivision jurisdiction.

(c) No structure, land, water or air shall hereafter be used and no structure or part thereof shall hereafter be located, erected, moved, reconstructed, extended, enlarged, converted or structurally altered without a building permit, except those specifically exempted by the building code, and without full compliance with the provisions of this Code and all other applicable local, county and state requirements.

(d) Nothing herein contained shall require any changes in plans, construction, size or designated use of any building or part thereof, for which a zoning certificate or building permit has been issued before the effective date of this Code and the construction of which shall have been started within six (6) months from the date of such permit.

(e) Except as provided in this Code, under provisions for Nonconforming Uses (Sec. 35-3111), Nonconforming Sites and Structures (Sec. 35-3112), Nonconforming Lots (Sec. 35-3110), no building, structure, development or premises, shall be hereinafter used or occupied and no applicable permit granted, that does not conform to the requirements of this Code.

(f) In cases of mixed-occupancy or mixed-use, the regulations for each land use shall apply to the portion of the structure or land so occupied or so used.

(g) Except for outlots that are exclusively used for permanently protected green space area, no yard or other open space shall be considered as providing a yard or open space for a building or structure on any other lot.

(f) This ordinance is not intended to abrogate any easement, covenant, deed restriction, or any other private agreement or restriction; provided, that, where the provisions of this ordinance are more restrictive or impose higher standards or regulations than such easement, covenant, deed restriction, or other private agreement or restriction, the provisions of this ordinance shall govern. Where the provisions of the easement, covenant, deed restriction or private agreement or restriction impose duties and obligations more restrictive, or higher standards than the requirements of this ordinance or the determination of the City in approving a subdivision or in enforcing this ordinance, and such private provisions are not inconsistent with this ordinance or determinations thereunder, then such private provisions shall be operative and supplemental to this ordinance and determinations made thereunder. The City does not purport to enforce any such private provisions not reflected on the plat and its supporting documents and unless there is expressed in the nature of the document and the approval process an intent to give the City enforcement rights over same.

SEC. 35-1109. JURISDICTION.

(a) Except as otherwise expressly stated, this Code is applicable to all territory located within the corporate limits of the City of Moline.

(b) The City of Moline has subdivision jurisdiction over all land within the corporate limits of the City and within the unincorporated areas of Rock Island County that are located within 1.5 miles of the City's corporate limits. The City may elect to defer subdivision jurisdiction to another municipality in accordance with an intergovernmental agreement or pursuant to state law.

- (1) Except as otherwise expressly stated in this Code or in the *Illinois Plat Act*, no land that is within the City's subdivision jurisdiction may be subdivided or developed except in compliance with all applicable regulations and procedures of this Code and applicable provisions of state law.
- (2) No lot in any subdivision may be conveyed until all of the following have occurred:
 - a. A final plat of the subdivision has been approved in accordance with the applicable subdivision procedures of Article II and recorded in the office of the Rock Island County Recorder of Deeds; and
 - b. The portion of an approved and recorded subdivision in which the lot is located has been improved in accordance with the infrastructure and public improvement standards of Article IV, Division 2, or until a performance guarantee has been provided in accordance with Sec. 35-4209.
 - c. No building permits or certificates of occupancy may be issued for lots conveyed in violation of this section.

SEC. 35-1110. RE-ENACTMENT AND REPEAL.

(a) This Code, in part, carries forward by re-enactment some of the provisions of the regulations governing zoning and related matters, being previously known collectively as the "Moline Zoning Ordinance," Chapter 35 of the Code of Ordinances for the City of Moline, adopted prior to the effective date of this Code. It is not the intention of this Code to repeal, but rather to re-enact and continue in force such existing provisions so that all rights, obligations and responsibilities that have accrued thereunder are preserved and may be enforced, unless explicitly surrendered by specific provisions of this Code or altered by the Official Zoning Map.

(b) All provisions of Chapter 35 of the City of Moline Code of Ordinances which are not re-enacted herein are hereby repealed.

(c) The adoption of this Code shall not adversely affect the City's right to prosecute any violation of the predecessor Zoning Ordinance provided the violation occurred while the Ordinance was in effect.

SEC. 35-1111. EFFECTIVE DATE.

All plans approved under previous zoning regulations shall be valid and may be used to obtain permits for a period of not more than one (1) year after the effective date of this Code, except where subject to the provisions of an executed development agreement. This Code shall become effective upon passage and publication according to law, following the date of repeal and re-enactment of the Official Zoning Map.

SEC. 35-1112. FEES.

Any submittal or application required for land development within this chapter shall be accompanied by a fee as set forth in "The Development Review Application Fee Schedule" as adopted by the City Council, from time to time, by a separate resolution, unless a fee is otherwise specifically set forth within this chapter. "The Development Review Application Fee Schedule" shall be maintained in the office of the City Clerk, and available for review and inspection by the public, during normal business hours. Said schedule shall also be a part of the written administrative policies and supplemental procedures pertaining to the processing of subdivision applications maintained by the zoning administrator. (Ord. No. 2002-06-18; new Sec. 29-103.1 enacted; 06/25/02)

SEC. 35-1113. PENALTIES.

(a) Any person who is convicted of a violation of this chapter shall be guilty of a petty offense and shall be fined not more than seven hundred fifty dollars (\$750.00). Each day that a violation continues shall be considered a separate offense.(Ord. No. 98-2-6; §29-5104 repealed; new §29-5104 enacted; 01/03/98)

(b) Nothing contained in this section shall prevent this municipality from taking any other lawful action that may be necessary to secure compliance with this ordinance.

DIVISION 2. WORD USAGE, ABBREVIATIONS AND DEFINITIONS

SEC. 35-1200. INTRODUCTION TO WORD USAGE, ABBREVIATIONS AND DEFINITIONS.

The purpose of this Division is to define words, terms and phrases contained in this Code which are essential to the understanding, administration and enforcement of this Code, and which are not part of common English usage.

SEC. 35-1201. WORD USAGE.

The interpretation of this Code shall abide by the provisions and rules of this section, except where the context clearly requires otherwise, or where the result would clearly be inconsistent with the manifest intent of this Code.

- (1) Words used or defined in one tense or form shall include other tenses and derivative forms.
- (2) Words in the singular number shall include the plural number, and words in the plural number shall include the single number.
- (3) The masculine gender shall include the feminine, and vice versa.
- (4) The words “shall,” “must” and “will” are mandatory.
- (5) The words “may,” “can” and “might” are permissive.
- (6) The word “person” includes individuals, firms, corporations, partnerships, associations, trusts, and any other legal entity.
- (7) The word “City” shall mean the City of Moline, Illinois.
- (8) The word “County” shall mean the County of Rock Island, Illinois.
- (9) The word “State” shall mean the State of Illinois.
- (10) The word “Commission” shall mean the City of Moline Plan Commission.
- (11) The words “Council” and “City Council” shall refer to the City of Moline City Council.
- (12) If there is any ambiguity between the text of this Code and any caption, illustration, or table, the text shall prevail.

SEC. 35-1202. ABBREVIATIONS.

The following abbreviations in this Chapter are intended to have the following meanings:

Abbreviation	Meaning
Ac	acre
AG-2	General Agricultural District
B-1	Neighborhood Business District
B-2	Central Business District
B-3	Community Business District
B-4	Highway/Intensive Business District
C-2	Conservation District
db	Decibel
du	dwelling unit
FAR	Floor Area Ratio
ft	foot
GSA	Gross Site Area
GSR	Green Space Ratio
I-1	Light Industrial District
I-2	General Industrial District
ISR	Impervious Surface Ratio
LSR	Landscape Surface Ratio
max	maximum
MBS	Maximum Building Size
MGD	Maximum Gross Density
Min	Minimum
MH	Maximum Height
MLA	Maximum Lot Area
MSA	Minimum Site Area
na	not applicable
NC	Neighborhood Center District
NDA	Net Developable Area
Nonres	Nonresidential
O-1	Office District
ORT	Office/Research Park and Technology District
R-2	One-Family Residential District
R-4	One- to Six-Family Dwelling District

Abbreviation	Meaning
R-6	Multi-Family Dwelling District
R-7	Mobile Home Park District
Res	Residential
RPA	Resource Protection Area
sf or sq. ft.	square feet
#F	number of floors
-	or fewer
+	or more

SEC. 35-1203. DEFINITIONS.

The following words, terms and phrases, wherever they occur in this Code, shall have the meanings ascribed to them by this section. Definitions shown in italics are unique to this Code and are not included in the Unified Code. Definitions provided by this section include:

- (1) **Abutting.** Having a common border with.
- (2) **Access.** A means of vehicular or non-vehicular approach, entry to or exit from a property, street or highway.
- (3) **Access, direct.** A means of vehicular or non-vehicular approach, entry to, or exit from a property immediate physical connection to a road or right-of-way abutting a property.
- (4) **Access, secondary.** A means of vehicular or non vehicular approach, entry to, or exit from property from a source other than a public street or highway.
- (5) **Accessory building or use:**
 - a. **Accessory Structure.** A subordinate structure detached but located on the same lot of record as the principal structure, the use of which is incidental and accessory to that of the principal structure.
 - b. **Accessory Use.** A structure or use that: (a) is clearly incidental to and customarily found in connection with a principal building or use; (b) is subordinate to and serves a principal building or a principal use; (c) is subordinate in area, extent, or purpose to the principal building or principal use served; (d) contributed to the comfort, convenience, or necessity of occupants, business, or industry in the principal building or principal use served; and (e) is located on the same lot as the principal building or use served.
- (6) **Acre.** 43,560 square feet.
- (7) **Activity center.** An area which is typified by a concentration of nonresidential and/or multi-family development.
- (8) **Addition.** Any walled or roofed expansion to the perimeter and/or height of a building which is connected by a common load-bearing wall. Any walled and roofed expansion, which is connected by a fire wall or is separated by independent perimeter load-bearing walls, is new construction.
- (9) **Adjacent.** Abutting, or being located directly across a right of way from, a separate lot.

- (10) **Adequate public facilities and services.** Transportation , water, sewer, stream water, parks and open space, electrical, gas, telecommunications, infrastructure and police, fire, sanitation, recreation and library services available to serve proposed development at levels of service equivalent to those being provided to existing development.
- (11) **Airport (land use).** See Sec. 35-3409(a).
- (12) **Alley.** A public right-of-way which affords a secondary means of vehicular access to the side or rear of premises that front on a nearby street.
- (13) **Appeal.** A means for obtaining review of a decision, determination, order, or failure to act pursuant to the terms of this Code as expressly authorized by the provisions of Sec. 35-2208.
- (14) **Arterial street.** See Street, Arterial.
- (15) **Automobile repair, major.** General repair, rebuilding of or reconditioning of engines of any type, motor vehicles, trucks, buses or trailers. Collision service, including body work, frame or fender straightening or repair, overall painting of motor vehicles, trucks, trailers or painting booth. See Sec. 35-3408(m).
- (16) **Automobile repair, minor.** Minor repairs, incidental body and fender work, touch-up painting and upholstering, replacement of minor parts and general tune-up service to passenger automobiles and trucks not exceeding one and one-half (1½) ton capacity. See Sec. 35-3408(l).
- (17) **Average ground elevation.** The average level of the finished surface of the ground adjacent to the exterior walls of a building or structure.
- (18) **Balcony.** An outside deck located at least on the second floor or any higher floor of a building that can be cantilevered or supported on piers.
- (19) **Basement.** A portion of a building located partly underground, but having one half or less of its floor to ceiling height below the average grade of the adjoining ground.
- (20) **Bed and breakfast establishment (land use).** See Sec. 35-3411(1).
- (21) **Bedroom.** A room in a residence marketed, designed, or otherwise likely to function primarily for sleeping.
- (22) **Block.** An area of land entirely bounded by any combination of streets parks, cemeteries, railroad rights-of-way, waterways, or corporate boundary lines.
- (23) **Boarding house (land use).** See Sec. 35-3405(l).
- (24) **Bufferyard.** Any permitted combination of distance, vegetation, fencing and berming which results in a reduction of visual and other interaction with an adjoining property. See Sec. 35-5207.
- (25) **Building.** Any permanently anchored structure used or intended for supporting or sheltering any use or occupancy. When a building is divided into separate parts by unpierced walls, each part shall be deemed a separate building (see structure).
- (26) **Building, completely enclosed.** A building separated on all sides from the adjacent open space, or from other buildings or other structure, by a permanent roof and by exterior walls or party walls, pierced only by windows and normal entrance or exit doors.

- (27) **Building coverage.** The percentage of a lot covered by principal and accessory buildings, including all structures with a roof.
- (28) **Building envelope.** A component of a group development which conforms to the lot lines of developments which are not group developments, in that required minimum setback distances are measured from the building envelope line.
- (29) **Building front.** That exterior wall of a building which faces the front lot line of the lot.
- (30) **Building height.** The vertical distance above a reference datum measured to the highest point of the coping of a flat roof or to the deck line of a mansard roof or to the average height of the highest gable of a pitched or hipped roof. The reference datum shall be selected by either of the following, which ever yields a greater height of the building:
 - a. The elevation of the highest adjoining sidewalk or ground surface within a five foot horizontal distance of the exterior wall of the building when such sidewalk or ground surface is not more than 10 feet above the lowest grade.
 - b. An elevation 10 feet higher than the lowest grade when the sidewalk or ground surface described in (a) above, is more than 10 feet above the lowest grade.
 - c. The height of a stepped or terraced building is the maximum of any segment of the building.
- (31) **Building line.** A line on a lot, generally parallel to a lot line or road right of way line, located a sufficient distance therefrom to provide the minimum yards required by this Code. The building line determines the area in which buildings are permitted subject to all applicable provisions of this Code. This is also referred to as a “setback.”
- (32) **Building, principal.** A building in which is conducted, or in which is intended to be conducted, the main or principal use of the lot on which it is located.
- (33) **Building separation.** The narrowest distance between two buildings. See Minimum Building Separation.
- (34) **Building size.** The total gross floor area of a building. See Maximum Building Size.
- (35) **Bulk (of a building).** The combination of building height, size, and location on a lot.
- (36) **Bulk Storage.** Means the storage of flammable or combustible liquid in an above ground tank that is not for dispensing purposes. If an above ground tank is used for any bulk storage purposes, it is classified as a ‘bulk storage tank’ for the remainder of the calendar year in which it was so used.
- (37) **Business Districts.** See Sec. 35-3306.
- (38) **Cafeteria, company (land use).** See Sec. 35-3414(1).
- (39) **Caliper.** A measurement of the size of a tree equal to the diameter of its trunk measurement 0.5 foot above natural grade. Used for trees in a nursery setting.
- (40) **Campground (land use).** See Sec. 35-3407(c).
- (41) **Candlepower.** The amount of light that will illuminate a surface one-foot distant from a light source to an intensity of one foot-candle. Maximum (peak) candlepower is the largest amount of candlepower emitted by any lamp, light source, or luminaire.

- (42) **Caretaker's residence.** A dwelling unit which is used exclusively by either the owner, manager, or operator of a principal permitted use and which is located on the same parcel as the principal use. See Sec. 35-3417(a).
- (43) **Carport.** A roofed structure providing space for the parking of motor vehicles and enclosed on not more than three sides.
- (44) **Cellar.** That portion of the building having more than one-half of the floor-to-ceiling height below the average grade of the adjoining ground.
- (45) **Centerline Offset.** The distance between the centerlines of two roughly parallel streets, measured along the third street with which both said "parallel" streets intersect.
- (46) **Central Business District "B-2."** See Sec. 35-3309.
- (47) **Certificate of Occupancy.** See Sec. 35-2104.
- (48) **Clear cutting (land use).** See Sec. 35-3406(e).
- (49) **Clerestory window.** A window in which the lowest glassed area is a minimum of 7 feet above the level of the floor located directly under the window.
- (50) **Climax tree.** A tree that would occupy the uppermost canopy of a forest in a natural ecological situation. These trees are often referred to as shade trees. Examples include hickory, oak, maple, etc. See Appendix A.
- (51) **Collector street.** See Street, Collector.
- (52) **Commercial animal boarding (land use).** See Sec. 35-3408(n).
- (53) **Commercial indoor lodging (land use).** See Sec. 35-3408(h).
- (54) **Commercial vehicle.** Any motor vehicle used for business or institutional purposes or having painted thereon or affixed thereto a sign identifying a business or institution or a principal product or service of a business or institution. Agricultural equipment used as part of a permitted agricultural principal use shall not be considered as a commercial vehicle.
- (55) **Common Ownership.** Common ownership shall be defined as lands that both share a common boundary and are singly owned by one individual, jointly owned by a married couple including that individual, owned by a partnership or corporation in which that individual was a member, or any combination. Lands shall be considered to share a common boundary even if they are divided by a public road or navigable waterway, or if they connect at only one point.
- (56) **Communication Tower (land use).** See Sec. 35-3502. (Ord. No. 3003-2008; repealed Sec. 35-1203(54); enacted new Sec. 35-1203(54); 01/22/08)
- (57) **Community Business District "B-3."** See Sec. 35-3310.
- (58) **Community character.** The impression which an area makes in regard to the type, intensity, density, quality, appearance, and age of development.
- (59) **Company provided on site recreation (land use).** See Sec. 35-3414(3).
- (60) **Comprehensive Plan.** The Comprehensive Plan of the City of Moline, Illinois, currently in effect, and as subsequently amended. The Comprehensive Plan is a policy guide, advising decisions regarding the physical development of the community. The Comprehensive Plan also

encompasses the one and one-half mile extraterritorial jurisdiction of the City as authorized by 65 Illinois 5/11-12-15. The Comprehensive Plan is a guide and subject to change as warranted to address new situations.

- (61) **Conservation District “C-2.”** See Sec. 35-3209.
- (62) **Construction, start of.** The installation of foundation footings and/or materials for road construction.
- (63) **Contractor's on-site equipment storage (land use).** See Sec. 35-3418(d).
- (64) **Contractor's project office (land use).** See Sec. 35-3418(e).
- (65) **Cross-slope.** The degree of inclination measured across a right-of-way rather than in the direction traffic moves on said right-of-way.
- (66) **Cul-de-Sac.** A street having only one outlet for vehicular traffic and having the other end permanently terminated by a turn-around for vehicles; the term may also be used to refer solely to the turn-around.
- (67) **Cultivation (land use).** See Sec. 35-3406(a).
- (68) **Curb and Gutter, Integral.** The rim forming the edge of a street plus the channel for leading off surface water, constructed of poured concrete as a single facility.
- (69) **Day Care.** See family day care home, intermediate day care home, or group day care center.
- (70) **Deck.** An outside porch without a roof (not necessarily attached to a wall), whose floor is built on a foundation, piers, or blocks, as a distinct structure requiring a building permit, above ground grade, limited to a maximum height of the adjacent first floor level in the dwelling. It is not allowed at any higher level than above ground grade, to avoid the deck floor from creating a de-facto roofed porch underneath; but a deck can be located on the existing roof of dwellings and garages.
- (71) **Dedication or Dedicate.** The transfer of property interest from private to public ownership for a public purpose. The transfer may be of fee simple interest or of a less than fee simple interest, including without limitation, an easement.
- (72) **Density.** A term used to describe the number of dwelling units per acre.
- (73) **Developer.** The legal or beneficial owner(s) of a lot or parcel of any land proposed for inclusion in a development, including an optionee or contract purchaser.
- (74) **Development.** The division of a parcel of land into two or more parcels; the construction, reconstruction, conversion, structural alteration, relocation, or enlargement of any buildings; any use or change in use of any buildings or land; any extension of any use of land; or any clearing, grading, or other movement of land, for which permission may be required pursuant to this Code.
- (75) **Development option(s).** The type of residential or nonresidential development as categorized by the proportion of the site devoted to permanently protected green space.
- (76) **Development pad.** The area of a lot where site disruption will occur, including building areas, paved areas, yards and other areas on non-native vegetation, and areas devoted to septic systems.
- (77) **Disposal land use(s).** See Sec. 35-3410(f).

- (78) **Drainage.** The removal of surface water or groundwater from land by drains, grading, or other means. Drainage includes the control of runoff, to minimize erosion and sedimentation during and after development, and the means necessary for water supply preservation or prevention or alleviation of flooding.
- (79) **Drainageway.** Drainageways are non navigable, above ground watercourses, detention basins and/or their environs which are identified by the presence of one or more of the following: (a) All areas within 75 feet of the ordinary high water mark of a “perennial stream” as shown on USGS 7.5 minute topographic maps for the City of Moline and its environs; (b) All areas within 50 feet of the ordinary high water mark of an “intermittent stream” or “open channel drainageway” as shown on USGS 7.5 minute topographic maps for the City of Moline and its environs. See Sec. 35-4107.
- (80) **Drainage structure (land use).** See Sec. 35-3417(b).
- (81) **Drip line.** Outer perimeter edge of a tree canopy as transferred perpendicularly to ground level.
- (82) **Drive-in theater (land use).** See Sec. 35-3408(j).
- (83) **Dryland access.** A vehicular access route which is above the regional flood elevation and which connects land located in the floodplain to land which is outside the floodplain, such as a road with its surface above the regional flood elevation and wide enough to accommodate wheeled vehicles.
- (84) **Duplex.** See Sec. 35-3405(d).
- (85) **Dwelling.** A building or one or more portions thereof, containing one or more dwelling units, but not including habitations provided in nonresidential uses such as lodging uses and commercial campgrounds.
- (86) **Dwelling, attached.** A dwelling joined to another dwelling at one or more sides by a shared wall or walls.
- (87) **Dwelling, detached.** A dwelling entirely surrounded by open space on the same lot.
- (88) **Dwelling unit.** One or more rooms which are arranged, designed or used as living quarters for a family, or for a community residence, as a single housekeeping unit. A dwelling unit includes bathroom and kitchen facilities in addition to sleeping and living areas.
- (89) **Dwelling unit separation.** The narrowest distance between two dwelling units. See Minimum dwelling unit separation.
- (90) **Easement.** Written authorization, recorded in the Rock Island County Recorder of Deeds’ office, from a landowner authorizing another party to use any designated part of the land owner’s property for a specified purpose.
- (91) **Electromagnetic radiation standards.** See Sec. 35-5411.
- (92) **Elevated Building.** A non basement building built to have its lowest floor elevated above the ground level by means of fill, solid foundation perimeter walls, pilings columns (post and piers), shear walls, or breakaway walls.
- (93) **Entertainment, adult.** See Sec. 35-3408(k).
- (94) **Entertainment, indoor.** See Sec. 35-3408(i).

- (95) **Entertainment, outdoor.** See Sec. 35-3408(j).
- (96) **Environmental control facility.** Any facility, temporary or permanent, which is reasonably expected to abate, reduce, or aid in the prevention, measurement, control or monitoring of noise, air, or water pollutants, solid waste or thermal pollution, radiation or other pollutants, including facilities installed principally to supplement or to replace existing property or equipment not meeting or allegedly not meeting acceptable pollution control standards or which are to be supplemented or replaced by other pollution control facilities.
- (97) **Environs (of the City of Moline).** The area in which the City of Moline exercises extraterritorial powers.
- (98) **Erosion.** The detachment and movement of soil or rock fragments by water, wind, ice, and/or gravity.
- (99) **Essential services.** The erection, construction, alteration or maintenance by public utilities or municipal or other governmental agencies, of underground or overhead gas, electrical, steam or water transmission or distribution systems, collection, communication, supply or disposal systems, elevated and underground water storage tanks, including poles, wires, mains, drains, sewers, pipes, conduits, cables, traffic signals, hydrants, and other similar equipment and accessories in connection therewith, reasonably necessary for the furnishing of adequate service by such public utilities or municipal or other governmental agencies or for the public health or safety or general welfare but not including buildings.
- (100) **Exterior communication devices (land use).** See Sec. 35-3417(c).
- (101) **Exterior light fixture.** An outdoor artificial illuminating device, either permanent or portable, used for illumination or advertisement of parking lots, architecture, signage, landscaping, entryways, or areas requiring security. See Division 3 of Article V for illumination standards.
- (102) **Extraction use (land use).** See Sec. 35-3410(j).
- (103) **Extraterritorial area.** The area outside of the City limits in which the City of Moline may exercise extraterritorial powers of planning, land division, and/or zoning review.
- (104) **Family.** One or more persons each related to them by blood, marriage, or adoption (including foster children), together with such relative of the respective spouses who are living with the family in a single dwelling and maintaining a common household. A family may also be composed of not to exceed three persons not so related, provided that such unrelated persons live in a single dwelling and maintain a common household and single household unit. A family includes any domestic servants and not more than one gratuitous guest residing with said family; such servants or guest shall be included in the unrelated persons attained by this definition, and shall not be in addition thereto.
- (105) **Family day care home (land use).** See Sec. 35-3411(2).
- (106) **Fence.** A structure, other than a building, which is an artificially constructed barrier of any material or combination of materials or plantings/shrubbery planted or erected to enclose or screen areas of land. Decorative corner treatments which do not exceed six (6) feet in length and three (3) feet in height are not considered fences if such treatments are fifty (50) percent open. See Sec. 35-5209 for fencing standards.
- (107) **Filling (land use).** See Sec. 35-3417(d).

- (108) **First habitable floor.** The top surface above an unfinished basement, cellar, or crawl space that is intended for living quarters.
- (109) **Floodplain and related topics.** See Chapter 13 of the Moline Code of Ordinances.
- (110) **Floor area.** The sum of the gross horizontal areas of the several floors of a building including interior balconies, mezzanines, basements and attached accessory buildings, fitting rooms, stairs, escalators, unenclosed porches, detached accessory buildings utilized as dead storage, heating and utility rooms, inside off-street parking or loading space. Measurements shall be made from the inside of the exterior walls and to the center of interior walls.
- (111) **Floor Area Ratio (FAR).** The ratio calculated by dividing the total floor area of all buildings on a site by the Gross Site Area. See Maximum floor area ratio.
- (112) **Foot-candle.** A unit of illumination produced on a surface, all points of which are one (1) foot from a uniform point source of one candle.
- (113) **Freight terminal (land use).** See Sec. 35-3409(c).
- (114) **Frontage.** The boundary of a lot along a street.
- (115) **Frontage Road.** A minor street fronting on an arterial street or highway (usually a limited access highway), used for access to abutting lots.
- (116) **Garage (private).** A detached accessory building or portion of the principal building, including a carport, which is used primarily for storing passenger vehicles, trailers or one (1) truck of a rated capacity not in excess of eight thousand (8,000) pounds.
- (117) **Gas station.** See sales or service in-vehicle. Sec. 35-3408(e).
- (118) **General Agricultural District "AG-2."** See Sec. 35-3210.
- (119) **General floor plans.** A graphic representation of the anticipated utilization of the floor area within a building or structure, but not necessarily as detailed as construction plans.
- (120) **General Industrial District "I-2."** See Sec. 35-3314.
- (121) **General temporary outdoor sales (land use).** See Sec. 35-3418(h).
- (122) **Glare.** The brightness of a light source which causes eye discomfort, to a healthy observer, such as the zoning administrator. See Sec. 35-5302 for glare standards.
- (123) **Grade.** The degree of inclination of the site or right-of-way, expressed as a percentage. Synonym for "slope."
- (124) **Green Space Ratio (GSR).** The percentage of the gross site area which is preserved as permanently protected green space. Green space ratio is calculated by dividing the area of permanently protected green space by the gross site area.
- (125) **Gross density.** The result of dividing the number of dwelling units located on a site by the gross site area. See Maximum gross density.
- (126) **Gross floor area.** The total floor area on all levels of a building.

- (127) **Gross Site Area (GSA).** The total area of a site available for inclusion in calculations of the maximum permitted density or intensity of development.
- (128) **Ground floor area.** The floor area of the first habitable floor.
- (129) **Group day care center (land use).** See Sec. 35-3411.
- (130) **Group development.** See Sec. 35-3419.
- (131) **Group/Institutional Residential (land use).** See Sec. 35-3405 (m)(1) and (2).
- (132) **Habitable buildings.** Any building, or portion thereof used for human habitation.
- (133) **Hardship, Undue.** See Undue Hardship.
- (134) **Hazardous material or substance.** Any substance or material that, by reason of its toxic, caustic, corrosive, abrasive or otherwise injurious properties, may be detrimental or deleterious to the health of any person handling or otherwise coming into contact with such material or substance. The U.S. Environmental Protection Agency (EPA) has developed a list of hazardous materials based upon corrosivity, reactivity, and toxicity. Hazardous substances include, but are not limited to, inorganic mineral acids or sulfur, fluorine, chlorine, nitrogen, chromium, phosphorous, selenium and arsenic and their common salts, lead, nickel, and mercury and their inorganic salts, or metallo-organic derivatives; coal, tar acids, such as phenol and cresols and their salts, and all radioactive materials.
- (135) **Heat standards.** See Sec. 35-5506.
- (136) **Height of structure.** See Building Height.
- (137) **Heliport (land use).** See Sec. 35-3409(a).
- (138) **Holding zone.** A zoning district designed to limit development potential until adequate public services and infrastructure are provided.
- (139) **Home occupation (land use).** See Sec. 35-3411(3) and (4).
- (140) **Hotel.** See lodging.
- (141) **Husbandry (land use).** See Sec. 35-3406(f).
- (142) **Illinois Quad Cities Unified Zoning Code.** A document authored by the Bi-State Regional Commission dated May 2002. Also referred to as the Unified Code.
- (143) **Impervious surface.** Areas designed and installed to prohibit infiltration of stormwater. Homes, buildings, and other structures, as well as concrete, brick, asphalt, gravel and similar paved surfaces are considered impervious. Areas with “landscaped pavers” that are ninety (90) percent impervious, which are intended for vehicular traffic are considered to be impervious.
- (144) **Improvements.** Same as “Public Improvement.”
- (145) **Improvement Plan.** Engineering plans showing the design and construction details for infrastructure and improvements to be installed in, or in conjunction with, a development.
- (146) **Indoor commercial entertainment (land use).** See Sec. 35-3408(i).

- (147) **Indoor institutional (land use).** See Sec. 35-3407.
- (148) **Indoor sales (land use).** See Sec. 35-3408.
- (149) **Indoor sales accessory to light industrial use (land use).** See Sec. 35-3416.
- (150) **Indoor storage (land use).** See Sec. 35-3410(b).
- (151) **Indoor wholesaling (land use).** See Sec. 35-3410(b).
- (152) **Industrial Districts.** See Sec. 35-3312.
- (153) **Infill development.** Development located in areas which are largely developed already.
- (154) **Institutional, indoor – daycare center (land use).** See Sec. 35-3407(e).
- (155) **Institutional, indoor – general (land use).** See Sec. 35-3407(f).
- (156) **Institutional, indoor – intensive (land use).** See Sec. 35-3407(g).
- (157) **Institutional, outdoor (land use).** See Sec. 35-3407(d).
- (158) **Institutional residential development (land use).** See Sec. 35-3405.
- (159) **Institutional Residential (land use).** See Sec. 35-3405(m).
- (160) **Intensity.** A term used to describe the amount of gross floor area or landscaped area, on a lot or site, compared to the gross area of the lot or site.
- (161) **Intensive agricultural (land use).** See Sec. 35-3406(g).
- (162) **Interpretation.** See Sec. 35-1108 for application procedures.
- (163) **Intersection.** The point at which two or more rights-of-way (generally streets) meet.
- (164) **In vehicle sales (land use).** See Sec. 35-3408(e).
- (165) **In vehicle service (land use).** See Sec. 35-3408(e).
- (166) **Junkyard (land use).** See Sec. 35-3410(e).
- (167) **Kennel, private residential (land use).** See Sec. 35-3411(5).
- (168) **Landscape point.** See Sec. 35-5202.
- (169) **Landscaped area.** The area of a site which is planted and continually maintained in vegetation, including grasses, flowers, herbs, garden plants, native or introduced groundcovers, shrubs, bushes, and trees. Landscaped area includes the area located within planted and continually maintained landscaped planters.
- (170) **Landscape Surface Area Ratio (LSR).** The percentage of the gross site area or lot area which is preserved as permanently protected landscaped area.
- (171) **Land use.** The type of development and/or activity occurring on a piece of property.

- (172) **Lawn care (land use).** See Sec. 35-3417(f).
- (173) **Legal objector.** The owner of a lot, parcel, or tract of land, which is next to a lot, parcel, or tract of land, for which a Special Use is proposed or which is the subject of an amendment of this Code. For the purposes of this Code, a lot shall be deemed to be next to another if the lots, parcels, or tracts share a common lot boundary line in whole or in part or if a common lot boundary in whole or in part would occur if all street, highway, or alley right-of-way between such lots were excluded.
- (174) **Light Industrial District “I-1.”** See Sec. 35-3313.
- (175) **Light Industrial (land use).** See Sec. 35-3410(g).
- (176) **Light Industrial incidental to indoor sale (land use).** See Sec. 35-3416(1).
- (177) **Lighting standards.** See Division 3 of Article V.
- (178) **Loading standards.** See Sec. 35-5101.
- (179) **Local street.** See Street, Local.
- (180) **Lot.** A parcel of land that: (1) is undivided by any street or private road; (2) is occupied by, or designated to be developed for, one building or principal use; and (3) contains the accessory buildings or uses customarily incidental to such building, use, or development, including such open spaces and yards as designed and arranged or required by this Code for such building, use, or development. A lot may or may not coincide with a “lot of record.”
- (181) **Lot area.** The area contained within the property boundaries of a lot of record.
- (182) **Lot, corner.** A lot situated at the junction of, and abutting on, two (2) or more intersecting streets, or a lot at the point of deflection in alignment of a continuous street, the interior angle of which does not exceed 135 degrees. All yards abutting streets (see definition 326 for streets) shall be enforced as required front yards.
- (183) **Lot depth.** The average distance between the front lot line and the rear lot line of a lot.
- (184) **Lot, Flag.** A lot with two distinct parts: (1) The flag, which is located behind another lot; and (2) the pole, which connects the flag to the street and is at any point less than the required lot width or frontage.
- (185) **Lot frontage.** Lot width measured at the street lot line. When a lot has more than one street lot line, lot width shall be measured, and the minimum lot width required by this Code shall be provided, at each such line.
- (186) **Lot, interior.** A lot other than a corner lot.
- (187) **Lot line.** The property line (including the vertical plane established by the line and the ground) bounding a lot except that where any portion of a lot extends into the public-right-of way or a proposed public right-of-way, the line of such public right-of-way shall be the lot line for applying this Code.
- (188) **Lot line, front.** A lot line that abuts a public or private street right-of-way. In the case of a lot that has two or more street frontages, the lot line along the street from which the house is addressed shall be the front lot line.

- (189) **Lot line, rear.** In the case of rectangular or most trapezoidal shaped lots, that lot line which is parallel to and most distant from the front lot line of the lot. In the case of an irregular, triangular, or gore shaped lot, a line 20 feet in length, entirely within the lot, parallel to and at the maximum possible distance from the front line shall be considered to be the rear lot line. In the case of lots that have frontage on more than one road or street, the rear lot line shall be selected by the property owner.
- (190) **Lot line, side.** Any boundary of a lot, which is not a front lot line, a street side lot line, or a rear lot line.
- (191) **Lot line, street side.** Any lot line that abuts a public or private street right-of-way which is not the front lot line.
- (192) **Lot of record.** A platted lot or lot described in a boundary survey or in a metes and bounds description which has been approved by the City or by Rock Island County; and has been recorded in the office of the Rock Island County Recorder of Deeds.
- (193) **Lot, reverse corner.** A corner lot where the lot width exceeds the lot depth.
- (194) **Lot, through.** A lot which abuts two parallel public streets, or abuts two public streets which do not intersect at the boundaries of the lot. The yard that abuts a public street and is considered its principal frontage shall be the front yard. The yard that abuts a public street and is not considered its principal frontage shall be the rear yard, with the exception that a front yard(s) has been established along the same public street block and on the same side of the street and has been enforced as a front yard(s). If a front yard(s) has been established along the same public street block and on the same side of the street and has been enforced as a front yard(s), then the yard that abuts a public street and not considered its principal frontage shall also be a front yard.
- (195) **Lot width.** The maximum horizontal distance between the side lot lines of a lot, measured at the building line. See minimum lot width.
- (196) **Lowest floor.** The lowest enclosed floor (including basement) in a particular structure. Any unfinished or flood resistant enclosure, usable solely for parking vehicles, building access or storage, in an area other than a basement area, is not considered a building's lowest floor, provided that such enclosed area is not built so as to render the structure in violation of the applicable non elevation design requirements of this Code.
- (197) **Maintenance guarantee.** A financial guarantee posted by the developer and approved by the City of Moline, guaranteeing the satisfactory condition of required infrastructure and improvements required pursuant to this Code.
- (198) **Manufactured Home.** See Sec. 35-3405(i).
- (199) **Manufactured home park.** Mobile home park. See Sec. 35-3405(k).
- (200) **Maximum accessory building coverage.** The largest permitted area of all accessory buildings on a lot.
- (201) **Maximum building coverage.** The largest permitted ground floor area of all buildings on a lot.
- (202) **Maximum Building Size (MBS).** The largest permitted total gross floor area a building may contain. See building size.
- (203) **Maximum Floor Area Ratio (FAR).** The largest amount of floor area permitted on a lot. See floor area ratio.

- (204) **Maximum Gross Density (MGD).** The maximum number of dwelling units permitted per acre of Gross Site Area. See gross density.
- (205) **Maximum height.** The maximum height of the highest portion of any structure. See Height.
- (206) **Minimum area per unit.** The minimum amount of lot area required for each dwelling unit located on that lot.
- (207) **Minimum building separation.** The narrowest permitted building separation.
- (208) **Minimum dwelling unit separation.** The narrowest permitted dwelling unit separation.
- (209) **Minimum floor elevation.** The lowest elevation permissible for the construction, erection, or other placement of any floor, including a basement floor.
- (210) **Minimum Landscape Surface Ratio (LSR).** The lowest permitted landscape surface ratio. See landscape surface ratio.
- (211) **Minimum Lot Area (MLA).** The minimum size lot permitted within the specified zoning district and development option.
- (212) **Minimum lot dimension.** The minimum lot area, minimum lot width, minimum street frontages and minimum area per unit.
- (213) **Minimum lot width.** The smallest permissible lot width for the applicable dwelling unit type or nonresidential development option.
- (214) **Minimum yard setback.** The narrowest distance permitted from a street, side, or rear property line to a structure.
- (215) **Minimum Site Area (MSA).** The minimum gross site area in which the specified development option may occur. See gross site area (GSA).
- (216) **Minimum street frontage.** The narrowest distance permitted along the street abutting the front yard of the lot.
- (217) **Mini warehouse.** See Sec. 35-3410.
- (218) **Mobile home (land use).** See Sec. 35-3405(j).
- (219) **Mobile Home Park District “R-7.”** See Sec. 35-3207.
- (220) **Mobile Home Park Residential Development.** See Chapter 19 of the Moline Code of Ordinances.
- (221) **Mobile Home Residential Development.** See Chapter 19 of the Moline Code of Ordinances.
- (222) **Mobile home sales.** See Sec. 35-3408(f).
- (223) **Motel.** See lodging.
- (224) **Motor Court.** See commercial indoor lodging.
- (225) **Motor freight terminal.** See freight terminal.

- (226) **Multifamily Residential District “R-6.”** See Sec. 35-3206.
- (227) **Multiple-Family Dwelling.** See Sec. 35-3405(h).
- (228) **Multiplex.** See Sec. 35-3405(g).
- (229) **Navigable water.** All natural inland lakes and all rivers, streams, ponds, sloughs, flowages, and other waters within the territorial limits of this state. For the purposes of this Code, rivers and streams will be presumed to be navigable if they are designated as either continuous or intermittent waterways on the United States Geological Survey quadrangle maps until such time that the State of Illinois has made a determination that the waterway is not, in fact, navigable.
- (230) **Neighborhood Business District “B-1.”** See Sec. 35-3307.
- (231) **Neighborhood Center District “NC.”** See Sec. 35-3308.
- (232) **Net Developable Area (NDA).** The area of a site that may be disturbed by development activity. Net Developable Area is the result of subtracting Required Resource Protection Area (RPA) from the Gross Site Area (GSA).
- (233) **Noise standards.** See Sec. 35-5409.
- (234) **Nonconforming building or structure.** Any building, or other structure, which was lawfully existing under ordinances or regulations preceding this Code, but which would not conform to this Code if the building or structure were to be erected under the provisions of this Code.
- (235) **Nonconforming lot.** A lot of record in existence prior to the date of adoption of this Code that does not conform with one or more of the minimum lot dimensions specified in this Code. See Sec. 35-3110.
- (236) **Nonconforming site.** A lawful development approved under ordinances or regulations preceding the effective date of this Code, but which would not conform to this Code if the development were to be created under the current provisions of this Code. See Sec. 35-3112.
- (237) **Nonconforming use.** An active and actual use of land, buildings or structures which was lawfully existing prior to this Code, which has continued as the same use to the present, and which does not comply with all the applicable regulations of this Code. See Sec. 35-3111.
- (238) **Nonmotorized Transportation Facilities.** Improvements designed and intended primarily for the use, safety and comfort of pedestrians, cyclists, and other users of nonmotorized means of transportation. Examples include sidewalks, trails, bike lanes and related appurtenances, such as signs, signals and wheelchair ramps.
- (239) **Noxious matter or materials.** Material capable of causing injury to living organisms by chemical reaction, or is capable of causing detrimental effects on the physical or economic well being of individuals.
- (240) **Noxious materials standards.** See Sec. 35-5412.
- (241) **Odor standards.** See Sec. 35-5410.
- (242) **Office Districts.** See Sec. 35-3303.
- (243) **Office District “O-1.”** See Sec. 35-3304.

- (244) **Office (land use).** See Sec. 35-3408(a).
- (245) **Office Research Park Technology District “ORT.”** See Sec. 35-3305.
- (246) **Official Map.** The official map indicates sites for planned public facilities. Public facility sites that may be indicated on the official map include but are not limited to: sites for new streets or widening of existing streets; school sites; park sites, public building sites; and sites for future drainage and stormwater management facilities, energy or other public service or utility easements.
- (247) **Official Zoning Map.** The map adopted and designated by the City of Moline as being the “Official Zoning Map.” See Sec. 35-3103.
- (248) **Off site parking lot (land use).** See Sec. 35-3409(b).
- (249) **On site.** Located on the lot in question, except in the context of on site detention, when the term means within the boundaries of the development site as a whole.
- (250) **On site agricultural retail (land use).** See Sec. 35-3406(c).
- (251) **On-site parking lot (land use).** See Sec. 35-3417(g).
- (252) **On-site real estate sales office (land use).** See Sec. 35-3418(j).
- (253) **One-Family Detached Dwelling.** See Sec. 35-3405(a).
- (254) **One-Family Residential District “R-2.”** See Sec. 35-3204.
- (255) **One to Six Family Residential District “R-4.”** See Sec. 35-3205.
- (256) **Open sales lot.** An unenclosed portion of a lot or lot of record where goods are displayed for sale, rent or trade.
- (257) **Ordinary high water mark.** The point on the bank or shore of a body of water up to which the presence and action of surface water is so continuous as to leave a distinctive mark such as by erosion, destruction or prevention of terrestrial vegetation, predominance of aquatic vegetation, or other easily recognized characteristics.
- (258) **Other permanently protected green space.** Permanently protected green space areas not constrained by one of the protected natural resources (wetlands, floodplains, steep slopes, lakeshores, drainageways, and woodlands). Examples include: portions of private lots, outlots, or parcels commonly held by a property owners' association which are deed restricted from site disruption.
- (259) **Outbuilding and Recreational Facilities, private residential (land use).** See Sec. 35-3411(6).
- (260) **Outdoor assembly (land use).** See Sec. 35-3418(f).
- (261) **Outdoor commercial entertainment (land use).** See Sec. 35-3408(j).
- (262) **Outdoor display (land use).** See Sec. 35-3414.
- (263) **Outdoor display incidental to indoor sales (land use).** See Sec. 35-3414.

- (264) **Outdoor institutional (land use).** See Sec. 35-3407(d).
- (265) **Outdoor sales of farm products (land use).** See Sec. 35-3418(g).
- (266) **Outdoor storage (land use).** See Sec. 35-3410(c).
- (267) **Outdoor wholesaling (land use).** See Sec. 35-3510(c).
- (268) **Overlay Zoning District.** A zoning district which imposes uniform restrictions on all properties within its area which are in addition to the restrictions specific to the standard zoning districts.
- (269) **Owner.** The person, persons, or entity having the right of legal title to a lot or parcel of land.
- (270) **Pad, Development.** See Development pad.
- (271) **Parcel.** The area within the boundary lines of a lot.
- (272) **Parking area pod.** An area of parking spaces within a parking lot substantially separated from other areas of the parking lot by landscaped islands or medians.
- (273) **Parking standards.** See Sec. 35-5100.
- (274) **Parking lot design standards.** See Sec. 35-5100.
- (275) **Parking requirements.** See Sec. 35-5100.
- (276) **Parking space design standards.** See Sec. 35-5100.
- (277) **Passive outdoor public recreational (land use).** See Sec. 35-3407(a).
- (278) **Performance guarantee.** A financial guarantee posted by the developer and approved by the City of Moline, guaranteeing that all improvements, facilities, or work required by this Code will be completed in compliance with the Code, regulations and the approved plans and specifications of a development.
- (279) **Performance standard.** Criterion established to control and limit the impacts generated by, or inherent in, uses of land or buildings. See Article V.
- (280) **Peripheral setback.** The distance between a structure and the boundary of a development.
- (281) **Permanently protected green space.** An area in which site disruption and/or development is strictly limited. See Article IV.
- (282) **Permitted by right, use.** See Sec. 35-3401(1).
- (283) **Person.** An individual, group of individuals, corporation, association, partnership, joint venture or other entity, and includes any trustee, estate, receiver, assignee or personal representative.
- (284) **Personal service(s) (land use).** See Sec. 35-3408(b).
- (285) **Personal storage facility (land use).** See Sec. 35-3410(a).
- (286) **Piers and wharfs.** See Sec. 35-3420(13).
- (287) **Plan Commission.** The plan commission of the City of Moline. See Sec. 35-1301.

- (288) **Planned Unit Development.** See Division 7 of Article III.
- (289) **Plat, Dedication.** A plat required for the dedication to the City of all right-of-way easements, and improvements outside of a subdivision plat or within a special use classification.
- (290) **Plat, Final Subdivision.** A plat and supporting documentation of a subdivision which, if approved, must be recorded with the Rock Island County Recorder of Deeds.
- (291) **Plat, Preliminary Subdivision.** Preliminary maps, drawings, and supportive material indicating the proposed layout of a subdivision.
- (292) **Pod.** See Parking Area Pod.
- (293) **Porch.** A roofed structure (either enclosed, or unenclosed) attached to one (1) or two (2) permanent exterior walls of a dwelling building, whose floor is at or just below the level of the dwelling first floor adjacent to the porch.
- (294) **Principal building.** See Building, principal.
- (295) **Principal use.** Any and all of the primary uses of a property, treated as a use permitted by right or as a conditional use (rather than as an accessory use or a temporary use) per Sections 35-3405, 35-3406, 35-3407, 35-3408, 35-3409, and 35-3410.
- (296) **Professional service(s) (land use).** See Sec. 35-3408(b).
- (297) **Protected natural resources.** Resources such as wetlands, drainageways, woodlands, steep slopes, and shorelands, which are protected by the provisions of this Code. See Division 1 of Article IV.
- (298) **Public improvement (or Improvement).** Any improvement, facility, or service, together with customary improvements and appurtenances thereto, necessary to provide for public needs such as: streets, roads, alleys or pedestrian walks or paths, bicycle paths, stormwater management facilities, storm sewers, flood control improvements, water supply and distribution facilities, sanitary sewage disposal and treatment, public utility and energy services.
- (299) **Public services and utilities (land use).** See Sec. 35-3409(e) and (f).
- (300) **Public sewer.** Includes the City of Moline sewer system and other forms of sewer systems approved by the State of Illinois and maintained by an agency authorized to operate such systems.
- (301) **Recorded lot.** See Lot of record.
- (302) **Recreation, outdoor – passive public (land use).** See Sec. 35-3407.
- (303) **Recreation, outdoor – active, public (land use).** See Sec. 35-3407.
- (304) **Recreation, outdoor – private campgrounds/camping resort (land use).** See Sec. 35-3407.
- (305) **Recreational vehicle.** A general term for a vehicular unit bearing current license and/or registration, not exceeding 36 feet in overall length, 8 feet in width or 12 feet in overall height (to its highest point, excluding the antenna), which includes but is not limited to the following specific vehicle types.

- a. Camper Trailer. A folding or collapsing vehicular structure without its own (motive) power designed as temporary living quarters for travel, camping, recreation and vacation uses; and (to) be licensed and registered for highway use.
- b. Travel Trailer. A rigid structure without its own motive power designed as a temporary dwelling for travel, camping, recreation and vacation use; to be licensed and registered for highway use; and which, when equipped for the road, has a body width of not more than 8 feet 6 inches.
- c. Truck Camper. A portable structure without its own motive power designed to be transported on a power vehicle as a temporary dwelling for travel, camping, recreation and vacation use; and which, in combination with the carrying vehicle (shall) be licensed for highway use.
- d. Motor Home. A vehicular unit built on or as a part of a self-propelled motor vehicle chassis, primarily designed to provide temporary dwelling for travel, camping, recreation and vacation use; and to be licensed and registered for highway use. This category shall include converted bus campers.
- e. Boat Trailer. A vehicle structure without its own motive power designed to transport a boat for recreation and vacation use and which is licensed and registered for highway use.
- f. Horse Trailer. A vehicle structure without its own motive power designed primarily for the transportation of horses and which, in combination with the towing vehicle, is licensed and registered for highway use.
- g. Utility Trailer. A vehicle structure without its own motive power designed primarily for the transportation of all manner of motor vehicles, goods or materials and licensed and registered for highway use.
- h. Recreational Boat. A vessel, whether impelled by wind, oars or mechanical devices, and which is designed primarily for recreation or vacation use. A recreation vessel when mounted upon a boat trailer shall be considered one unit.

- (306) **Relocatable building (land use).** See Sec. 35-3418(k).
- (307) **Required resource protection area (RPA).** The area of a site which may not be disturbed by development activity and which must also be reserved as permanently protected green space. Required resource protection area is the result of subtracting the net developable area (NDA) from the gross site area (GSA).
- (308) **Residential infill standards.** See Sec. 35-3211.
- (309) **Residential land use(s).** See Sec. 35-3203.
- (310) **Residential solid waste.** Waste that normally originates in a residential environment.
- (311) **Residentially zoned.** A property located in a residential district per Sec. 35-3203.
- (312) **Resource Districts.** See Sec. 35-3208.
- (313) **Restrictive, more (less).** A regulation imposed by this Code is more (less) restrictive than another if it prohibits or limits development to a greater (lesser) extent or by means of more (less) detailed specifications.
- (314) **Restaurant.** See Sec. 35-3408(g).
- (315) **Restaurant, fast food.** See in vehicle sales and service. See Sec. 35-3408(e).
- (316) **Right of way.** A strip of land dedicated to the City or other unit of government for streets, alleys, and other public improvements.

- (317) **Salvage yard (land use).** See Sec. 35-3410(e).
- (318) **Scale (of development).** A term used to describe the gross floor area, height, or volume of a single structure or group of structures.
- (319) **Sedimentation.** The deposition of soil that has been transported from its site of origin by water, ice, wind, gravity, or other natural means as a result of erosion.
- (320) **Selective cutting (land use).** See Sec. 35-3406(d).
- (321) **Septic systems (land use).** See Sec. 35-3417(b).
- (322) **Setback.** The shortest distance between a building's or structure's exterior and the nearest point on the referenced lot line. See minimum setback.
- (323) **Shielded light fixture.** An outdoor lighting fixture which through design is shielded in such a manner that light rays emitted by the fixture, either directly from the lamp or indirectly from the fixture, are projected at least fifteen degrees below a horizontal plane running through the lowest point on the fixture where light is emitted. Except for ground and sign mounted light fixtures, that horizontal plane shall be parallel to the surface of the ground. See Division 3 of Article V for Exterior Lighting Standards.
- (324) **Shoreland.** Those lands lying within the following distances from the ordinary high water mark of navigable waters: 1,000 feet from a lake, pond, or flowage; and 300 feet from a river or stream; or to a landward side of the floodplain, whichever distance is greater. Shorelands shall not include those lands adjacent to farm drainage ditches where (a) such lands are not adjacent to a navigable stream or river; (b) those parts of such drainage ditches adjacent to such lands were not navigable streams before ditching or had no previous stream history; and (c) such lands are maintained in non-structural agricultural use. See Sec. 35-4108.
- (325) **Shrub.** A low lying deciduous or evergreen plant. See Appendix A.
- (326) **Sign.** See Chapter 3 of the Moline Code of Ordinances.
- (327) **Silviculture, Clear Cutting (land use).** See Sec. 35-3406(e).
- (328) **Silviculture, Selective Cutting (land use).** See Sec. 35-3406(d).
- (329) **Single family detached dwelling unit (land use).** See Sec. 35-3405(a).
- (330) **Site area.** See Gross site area.
- (331) **Site Plan.** See Sec. 35-2105 for applicable procedures.
- (332) **Skylight.** A window or other paned area located on the ceiling or roof of a structure.
- (333) **Soil.** All unconsolidated mineral and organic material of whatever origin that overlies bedrock which can be readily excavated.
- (334) **Special use.** A land use which requires a special use permit in order to develop. See Sec. 35-2206 for applicable procedures.
- (335) **Standard Zoning Districts.** Zoning districts which primarily regulate the use of land and intensity or density of such use. See Sec. 35-3102.

- (336) **Stable, commercial (land use).** See commercial animal services. Sec. 35-3408(n).
- (337) **Standard Industrial Classification code (SIC).** The numeric code for categorizing land uses developed by the US Department of Commerce. SIC codes in this Code are based on the listing contained within the 1987 manual.
- (338) **Standard pavement width.** Required pavement width per the infrastructure and public improvement standards of Article IV, Division 2, in subdivisions on a street that allows parking or as otherwise determined by the City engineer.
- (339) **Standards and Specifications.** The City of Moline Supplemental Specifications. See Sec. 35-4208.
- (340) **Steep slope.** Steep slopes are areas which contain a gradient of 20% or greater, (equivalent to a 2 foot elevation change in a distance of 10 feet or less), as shown on USGS 7.5 minute topographic maps for the City of Moline and its environs. See Sec. 35-4105.
- (341) **Storage land use(s).** See Sec. 35-3410.
- (342) **Story.** That portion of a building included between the upper surface of any floor and the upper surface of the floor next above, except that the topmost story shall be that portion of a building included between the upper surface of the topmost floor and the ceiling or roof above. If the finished floor level directly above a usable or unused under floor space is more than 6 feet above grade as defined herein for more than 50% of the total perimeter or is more than 12 feet above grade as defined herein at any point, such usable or unused under-floor space shall be considered a story.
- (343) **Story, half.** A partial story under a gable, hip or gambrel roof, the wall plates of which on at least two opposite exterior walls are not more than 4 feet above the floor of such story.
- (344) **Street.** The portion of a public or private right-of-way, other than an alley, that affords a primary means of vehicular access to abutting properties.
- (345) **Street, arterial.** A street which is anticipated to carry in excess of 3,500 vehicles per day in traffic volume, at desirable speeds ranging from 30 to 45 miles per hour, and which is used for travel between areas within and outside the City.
- (346) **Street, collector.** A street which is anticipated to carry from 2,500 to 5,000 vehicles per day in traffic volume, at desirable speeds ranging from 30 to 35 miles per hour, which serves a collecting function by distributing traffic between local streets and arterial streets.
- (347) **Street, local.** A street which is anticipated to carry less than 2,500 vehicles per day in traffic volume at desirable speeds up to 30 miles per hour, and which provides access to abutting property and primarily serves local traffic.
- (348) **Street, local residential.** A local street serving primarily to collect traffic originating directly from residential driveways and private residential courts and streets.
- (349) **Street, Major.** Any arterial or collector street.
- (350) **Street line.** See Lot line, front.
- (351) **Street, Stub.** A street that is temporarily terminated, but that is planned for future continuation.

- (352) **Strip development.** A pattern of land uses typified by nonresidential and/or multi-family development located along one or both sides of a street which is generally only one lot deep and which is characterized by many curb cuts, low green space ratios, low landscape surface ratios, high floor area ratios, and/or low quantities of landscaping.
- (353) **Structure.** Anything constructed or erected with a fixed location on the ground or attached to something having a fixed location on the ground. Structures include, but are not limited to: buildings, walls, swimming pools, signs and fences.
- (354) **Subdivider.** Any person, firm, partnership, association, corporation, estate or other group or combination acting as a unit, dividing or proposing to divide land in a manner that constitutes a subdivision as defined in this article.
- (355) **Subdivision.** Any division of land into two or more lots, any of which is less than five acres, or any transfer involving an easement of ingress or egress, except as set forth in the Plats Act, 765 ILCS 205/1.
- (356) **Subdivision, Minor.** A land division that (1) results in the consolidation of lots into a fewer number of lots or (2) results in the creation of 5 or fewer lots that meet the applicability criteria of Sec. 35-2108(2).
- (357) **Swale.** A linear depression in land running downhill or having a marked change in contour direction in which sheet runoff would collect and form a temporary watercourse.
- (358) **Temporary use.** A land use present on a property for a limited and specified period of time. See Sec. 35-3418.
- (359) **Terrace/Patio.** An unroofed paved area located outside at ground grade, which is paved as concrete, stone, brick or wood paver blocks (also known as patio blocks).
- (360) **Townhouse (land use).** See Sec. 35-3405(f).
- (361) **Transportation land use(s).** See Sec. 35-3415.
- (362) **Truck stop.** See In-Vehicle sales and service.
- (363) **Twin house (land use).** See Sec. 35-3405(c).
- (364) **Two flat house (land use).** See Sec. 35-3405(e).
- (365) **Undue hardship.** The circumstance where special conditions affecting a particular property, which were not self-created, have made strict conformity with restrictions governing areas, setbacks, frontage, height or density unnecessarily burdensome or unreasonable in light of the purposes of the ordinance. See Sec. 35-2207(c)(1).
- (366) **Use.** The purpose or activity for which land or any building thereon is designed, arranged, or intended, or for which it is occupied or maintained.
- (367) **Use, accessory.** See Accessory use.
- (368) **Use, special.** See Special Use.
- (369) **Use, principal.** See Principal use.

- (370) **Utility.** A business or service that is engaged in regularly supplying the public with some commodity or service that is of consequence and need and that has a duty to serve without discrimination all within its service area. A utility can be publicly or privately owned and includes, without limitation, the following services or commodities:
- a. Electricity;
 - b. Gas, oil, or steam;
 - c. Water;
 - d. Sanitary sewerage;
 - e. Drainage and stormwater management;
 - f. Telephone and Internet service;
 - g. Cable television and other communication lines; and
 - h. Transportation lines, such as fixed rail, but only if expressly stated.
- (371) **Utility shed (land use).** See Sec. 35-3411(6).
- (372) **Vacate.** To terminate the legal existence of right-of-way or subdivision or portion thereof, and to so note on the final plat recorded with the Rock Island County Recorder of Deeds (765 ILCS 205/6 through 765 ILCS 205/8.)
- (373) **Variance.** Permission to depart from the literal requirements of this Code for purposes or reasons set forth herein, except for the infrastructure and public improvement standards of Article IV, Division 2, requests for relief from the infrastructure and public improvement standards are processed as waivers and modifications, in accordance with Sec. 35-2211.
- (374) **Vehicle Repair and Maintenance, major.** See Automobile Repair, major.
- (375) **Vehicle Repair and Maintenance, minor.** See Automobile Repair, minor.
- (376) **Vibration standards.** See Sec. 35-5405.
- (377) **Visibility standards.** See Sec. 35-5210.
- (378) **Waivers and Modifications.** Permission to depart from strict compliance with the infrastructure and public improvement standards of Article IV, Division 2.
- (379) **Waste disposal facility (land use).** See Sec. 35-3410(f).
- (380) **Wetland.** See Sec. 35-4109.
- (381) **Woodland.** Woodlands are areas of trees whose combined canopies cover a minimum of 50% of an area of one-half acre or more, as shown on USGS 7.5 minute topographic maps for the City of Moline and its environs. See Sec. 35-4106.
- (382) **Working days.** Monday, Tuesday, Wednesday, Thursday or Friday; excluding holidays granted by the City of Moline to its employees.
- (383) **Yard.** A required open space on a lot, which is unoccupied and unobstructed by a structure from its lowest ground level to the sky, except as expressly permitted in this Code. A yard shall extend along a lot line and at right angles to such lot line to a depth or width specified in the yard regulations for the district in which such lot is located.
- (384) **Yard, front.** A yard extending along the full width of the front lot line, or side street lot line, and extending from the abutting street right of way line to a depth required in the yard regulations for the district in which such lot is located.

- (385) **Yard, rear.** A yard extending along the full width of the rear lot line extending toward the front lot line for a depth as specified in the yard regulations for the district in which such lot is located.
- (386) **Yard, required.** The open space area between a lot line and the buildable area in which no structure shall be located except as may otherwise be provided by this Code.
- (387) **Yard, side.** A yard extending along the side lot line between the front and rear yards, having a width as specified in the yard regulations for the district in which such lot is located.
- (388) **Yard, sum side.** The combined width of two opposite side yards, having a width as specified in the yard regulations for the district in which such lot is located.
- (389) **Yards, all.** The front, rear and side yards on a lot.
- (390) **Zoning Administrator.** The person authorized and charged by the City with the administration and enforcement of this Code. See Sec. 35-1303.
- (391) **Zoning District(s).** See Sec. 35-3102.
- (392) **Zoning Map.** See “Official Zoning Map,” above and see Sec. 35-3103. (Ord. No. 3008-2009; Sec. 35-1203(171) & (359) repealed; new Sec. 35-1203(171) & (359) enacted; 03/24/09)

DIVISION 3. DECISION-MAKING AUTHORITY

SEC. 35-1300. CITY COUNCIL.

The following is a summary of the responsibilities the City Council shall perform related to this Code:

- (1) Initiate and decide requests for adoption or amendments to:
 - a. The Comprehensive Plan, Future Land Use Map and Official Map;
 - b. Special area plans, corridor plans and neighborhood plans;
 - c. The text of this Code and the Official Zoning Map; and
 - d. The establishment of development review application fees.
- (2) Review and decide all requests for:
 - a. Rezoning to planned unit development;
 - b. Planned unit development district outline development plan approvals and amendments;
 - c. Planned unit development district preliminary plan approvals and amendments;
 - d. Appeals from actions of the plan commission;
 - e. Preliminary subdivision plat approval if the plat requires a Comprehensive Plan amendment or involves a requested waiver or modification of applicable regulations or standards; and
 - f. Final subdivision plat approval if the plat proposes the dedication of right-of-way land or improvements to the City.

SEC. 35-1301. PLAN COMMISSION.

In order that adequate provisions be made for the preparation of a comprehensive City plan and for the guidance, direction and control of the growth and development or redevelopment of the City and contiguous territory not more than one and one-half miles beyond the corporation limits of the City, and not included in any municipality, a plan commission is created.

- (1) **COMPOSITION; APPOINTMENT AND QUALIFICATIONS OF MEMBERS; MAYOR TO BE EX OFFICIO MEMBER.** The plan commission shall consist of eleven members, citizens of the City, appointed by the mayor on the basis of their particular fitness for their duty on the plan commission, and subject to the approval of the City Council.
- (2) **TERMS AND COMPENSATION OF MEMBERS.** The term of office of members of the plan commission shall be six years. All members of the plan commission shall serve without compensation.
- (3) **ORGANIZATION.** Immediately following their appointment, the members of the plan commission shall meet, organize, elect such officers as it may deem necessary, and adopt and later alter rules and regulations of organization and procedure consistent with state law, the provisions of this Code and other City ordinances.
- (4) **RECORDS.** The plan commission shall keep written records of its proceedings, which shall be open at all times to public inspection.
- (5) **POWERS AND DUTIES.** The plan commission shall have the following powers and duties:
 - a. To prepare and recommend to the City Council, a comprehensive plan for the present and future development or redevelopment of the City and contiguous unincorporated territory not more than one and one-half (1½) miles beyond the corporate limits of the City and not included in any other municipality. The plan may be adopted in whole or in separate geographical or functional parts, each of which, when adopted shall be the official comprehensive plan, or part thereof, of the City. Such plan shall be advisory, except as to such part thereof as has been implemented by ordinances duly adopted by the City Council. All requirements for public hearing, filing of notice of adoption with the county recorder of deeds, and filing of the comprehensive plan and ordinances with the City clerk shall be complied with as provided by law.
 - b. To provide for the health, safety, comfort and convenience of the inhabitants of the City and its contiguous territory, such plan or plans shall establish reasonable standards of design for subdivisions and for resubdivisions of unimproved land and of areas subject to redevelopment in respect to public improvements as defined in this division, and shall establish reasonable requirements in respect to public improvements as defined in this division, and shall establish reasonable requirements governing the location, width, course, and surfacing of streets and highways, storm water drainage, water supply and distribution, sanitary sewers and sewage collection and treatment. The requirement specified in this subsection shall become regulatory only when adopted by ordinance.
 - c. To designate land suitable for annexation to the City and the recommended zoning classification for the land upon annexation.
 - d. To recommend to the City Council, from time to time, such changes in the official comprehensive plan or any part thereof as may be deemed necessary, including any specific improvements thereto.
 - e. To give aid to the officials of the City charged with the direction of projects for improvements embraced within the official comprehensive plan or parts thereof, to further the making of such improvements, and generally to promote the realization of the official comprehensive plan.
 - f. To arrange and conduct any form of publicity relative to its activities for the general purpose of public understanding, within budgeted amount therefore.
 - g. To cooperate with municipal or regional planning commissions and other groups or agencies to further the local planning program and to assure harmonious and integrated planning for the area.

- h. To exercise such other powers germane to the powers granted under authority of the "Illinois Municipal Code," 65 ILCS 5-1-1-1, *et al*, and as amended, as may be conferred by the City Council.
- i. Initiate, hear and recommend to the City Council all requests for adoption or amendments to the text of the Code and the Official Zoning Map;
- j. Hear and recommend to the City Council all requests for:
 - 1. Rezoning to planned unit development;
 - 2. Planned unit development outline development plans and amendments; and
 - 3. Planned unit development preliminary development plans and amendments.
- k. Hear and decide all requests for:
 - 1. Special use permits;
 - 2. Planned unit development final plans and amendments;
 - 3. Variances of certain provisions of this Code as provided for in this Code;
 - 4. Preliminary subdivision plats that do not require a Comprehensive Plan amendment or involve a requested waiver or modification of applicable regulations or standards; and
 - 5. Minor subdivisions in specific cases where the zoning administrator defers decision making authority to the plan commission.

SEC. 35-1302. ZONING HEARING OFFICER.

(a) **CREATION AND APPOINTMENT.** There is hereby established a zoning hearing officer who shall have the powers as assigned by this Code. The zoning hearing officer shall be appointed by the City attorney on the total basis of the individual's fitness for duty and subject to the approval of the City Council. Upon the appointment of the zoning hearing officer, the terms of office of the then existing members of the Zoning Board of Appeals shall immediately expire and the Zoning Board of Appeals dissolved.

(b) **POWERS AND DUTIES.** The zoning hearing officer is hereby vested with the following jurisdiction and authority:

- (1) To hear and decide appeals from and review any order, requirement, decision, or determination made by the zoning administrator or building official under this Code. The zoning hearing officer may reverse or affirm, wholly or partially, or may modify or amend the order, requirement, decision or determination appealed from in the manner that the zoning hearing officer may decide to be fitting and proper in the premise and to that end, the zoning hearing officer shall also have all powers of the officer from whom the appeals are taken.
- (2) To hear and decide all matters referred to such zoning hearing officer or upon which such zoning hearing officer is required to pass under this Code as provided for in Sec. 35-2207.
- (3) To hear and pass upon applications for variations from a strict application of the terms of this Code as provided for in this Code.

(c) **DECISIONS OF THE ZONING HEARING OFFICER.** Decisions of the zoning hearing officer, on appeal or upon application for a variation after a hearing, shall, in all instances, be final administrative determinations and shall be subject to review under the Illinois Administrative Review law, found generally at 735 ILCS 513-101, *et al*.

SEC. 35-1303. ZONING ADMINISTRATOR.

The director of planning and development shall appoint a member of the department of planning and development as zoning administrator which person shall be under the supervision of the director of planning and development.

- (1) **POWERS AND DUTIES:** The following is a summary of the responsibilities of the zoning administrator related to this Code:
 - a. Maintain permanent and current records of this Code, amendments, special uses and variations, and all actions and decisions of the zoning administrator on requests for administrative permits;
 - b. Provide and maintain a public information bureau relative to all matters arising out of this Code;
 - c. Issue all zoning certificates and keep permanent records thereof;
 - d. Issue all certificates of occupancy for non-conforming uses and keep permanent records thereof;
 - e. Conduct inspections and issue all certificates of occupancy where no building permit is required;
 - f. Conduct and act upon all requests for site plan review, unless directed otherwise by this Code;
 - g. Act upon all requests for fence and wall permits;
 - h. Issue all Zoning Compliance letters;
 - i. Act upon all requests for administrative variance;
 - j. Review and recommend all requests for non-administrative development permits to be heard by the plan commission and zoning hearing officer;
 - k. Interpret all provisions of this Code;
 - l. Enforce all provisions of this Code and all permits and approvals granted here under; and
 - m. Initiate amendments to this Code;
 - n. Initiate amendments to and maintain the Official Zoning Map. The zoning administrator shall maintain the Official Zoning Map in paper format or electronically, digitally, or any other unalterable media format; (Ord. No. 3013-2007; Sec. 35-1303(1)(m) repealed; new Sec. 35-1303(1)(m) enacted; new Sec. 35-1303(n) enacted; 03/27/07)
 - o. Review and act on requests for exempt subdivisions under the Illinois Plat Act;
 - p. Review and act on minor subdivisions or refer them to the plan commission for final action;
 - q. Review and act on final subdivision plats or refer them to the plan commission for final action, except those that involve dedications of land or public improvements to the City; and
 - r. Formulate, initiate amendments to, and maintain written administrative policies and supplemental procedures pertaining to the processing of subdivision applications.

SEC. 35-1304. BUILDING OFFICIAL.

The building official shall enforce this Code with respect to, and in instances where, permits are issued by the building division which relate to the restrictions of this Code and in furtherance of said authority, including:

- (1) Conduct such inspections as are necessary to determine compliance with provisions of this Code which relate to construction permits; and
- (2) Issue all certificates of occupancy for conforming uses and keep permanent records thereof except occupancy permits for new uses of land where no building permits are required.

SEC. 35-1305. CITY ENGINEER.

The City engineer shall assist in administering, interpreting and enforcing this Code with respect to the design and installation of infrastructure and improvements and other engineering-related matters, including acting as the final decision-maker on improvement plans required under Sec. 35-2109.”

Section 4 – That Chapter 35, “ZONING AND LAND DEVELOPMENT,” of the Moline Code of Ordinances, is hereby amended by repealing Article II, “Development Review and

Procedures,” in its entirety and enacting in lieu thereof one new Article II dealing with the same subject matter, which shall read as follows:

“ARTICLE II. DEVELOPMENT REVIEW AND PROCEDURES

DIVISION 1. ADMINISTRATIVE DEVELOPMENT REVIEW

SEC. 35-2100. REVIEW AND APPROVAL REQUIRED.

(a) No land development activity requiring review and approval under this Division shall be initiated without having first received such review and approval.

(b) Review procedures differ depending upon the type of proposal. Generally, the procedures for all applications have three common elements: (1) submittal of a complete application, including required fee payment along with appropriate information; (2) review of the submittal by appropriate City staff and related agencies; and (3) action to approve, approve with conditions, or deny the application. Submittal dates and review time periods are established as part of the administrative policies and supplemental procedures of the City, copies of which may be obtained from the zoning administrator.

(c) Table 35-2100.1. summarizes the procedures, agencies and personnel involved in the administrative development review process. Detailed information about the general procedures and applications and the agencies and public bodies involved in the process, and methods of appeal, are further discussed in Sec. 35-2101.

Table 35-2100.1.

Administrative Development Review Procedures Summary

Application Process	Pre-app.	Acting Body						
	Conf.	ZA	BO	CE	BBA	PC	CC	ZHO
Zoning Certificate	Optional	DM	-	-	-	-	-	A
Building Permit	Optional	RB	DM	-	A	-	-	-
Certificate of Occupancy	Optional	RB	DM	-	A	-	-	A
Site Plan Review	Mandatory	DM	-	-	-	A	-	-
Zoning Compliance Letter	Mandatory	DM	-	-	-	-	-	A
Administrative Variance	Optional	DM	-	-	-	-	-	A
Minor Subdivision	Mandatory	DM[1]	-	RB	-	A	-	-
Improvement Plan	Optional	-	-	DM	-	-	-	-
Final Subdivision Plat (No Dedication)	Optional	DM[2]	-	RB	-	A	DM[2]	-

Table Legend:

A = Appeal Body	CC = City Council	DM = Decision-Making Body
BO = Building Official	PC = Plan Commission	RB = Review Body
ZA = Zoning Administrator	ZHO = Zoning Hearing Officer	- = Not applicable
CE = City Engineer	BBA = Building Board of Appeals	

[1]The zoning administrator is authorized to defer decision-making authority to the plan commission. If the zoning administrator defers decision-making authority to the plan commission, the City Council becomes the appeal body.

[2] Only the City Council is authorized to take action on final plats that propose the dedication of land or improvements to the City.

SEC. 35-2101. COMMON ELEMENTS OF PROCEDURE.

The following elements are common to all procedures unless modified by more specific provisions.

(1) **DECISION-MAKING.**

- a. **Decision-maker.** Unless specified otherwise, the zoning administrator shall approve, conditionally approve, or disapprove all applications for an administrative permit.
- b. **Action.** After the applicant has had the opportunity to respond to the comments of staff and other agencies, the zoning administrator shall decide on the application based on the applicable review criteria. At the applicant’s request, the zoning administrator may provide another set of comments and allow the applicant an additional opportunity to respond before rendering a decision.
- c. **Authority to Condition Development Approvals.** After a review of the application and other pertinent information, the zoning administrator may impose conditions to assure compliance with applicable standards stated in this Code. The zoning administrator shall include a copy of the conditions with the record of the decision. The applicant shall be notified of any conditions imposed on the application.

- (2) **APPEAL FROM AN INTERESTED PARTY, AND AMENDMENTS.** The zoning administrator's decision is final unless a written appeal is received. The form and requirements of an appeal shall be in accordance with the provision in Sec 35-2208. A permit shall be amended through the same process specified for the type of original approval, as may be amended.
- (3) **VALIDITY.** Unless otherwise provided herein or on the permit, all administrative permits shall expire within one year of issuance; however, the zoning administrator may approve an extension of up to six months upon receipt of an application providing evidence that the applicant can proceed with the initial permit in conformance with currently adopted codes and policies.
- (4) **CONTINUED COMPLIANCE.** Once constructed, a development shall remain in substantial compliance with all approved plans and conditions of approval. The developer, owner or occupant shall provide all maintenance necessary to keep the development in substantial compliance. Failure to achieve substantial compliance by, including but not limited to, the replacement of required plant materials that have died or are diseased, shall constitute a violation of this Code.
- (5) **ENFORCEMENT AND REVOCATION.** In accordance with the provision of this Code the zoning administrator may revoke any permit for failure to comply with the conditions of the permit.

SEC. 35-2102. ZONING CERTIFICATE.

- (a) **PURPOSE.** A zoning certificate is needed to ensure that all applicable building permit applications are consistent with the provisions of this Code.
- (b) **APPLICABILITY.** No person shall establish, modify or expand a structure, until a zoning certificate has been obtained in accordance with requirements contained herein and a building permit obtained pursuant to adopted building codes.
- (c) **REVIEW CRITERIA.** The proposed development shall:
 - (1) Be located on a lot or parcel that is authorized for development by this Code;
 - (2) Be consistent with the zoning district and use provision established in Article III of this Code;
 - (3) Have access to adequate public facilities and services in conformance with this Code and other City requirements; and
 - (4) Have received all other applicable local, state and federal permits.
- (d) **APPLICATION, REVIEW AND DECISION-MAKING PROCEDURES.** Application requirements, processing procedures and decision-making are described in Table 35-2100.1. and Sec. 35-2101 with the following modification:
 - (1) **Validity.** A zoning certificate shall be valid for six months during which the applicant shall obtain a building permit. Once a building permit is obtained, the zoning certificate shall be valid for as long as the building permit remains valid.

SEC. 35-2103. BUILDING PERMITS.

- (a) **PURPOSE.** A building permit is needed to ensure that all structures comply with the provisions of this Code and the adopted Moline Building Code pursuant to adopted building codes.
- (b) **APPLICABILITY.** No person shall construct or modify a structure until a zoning certificate has been obtained and a building permit has been issued.

- (c) **REVIEW CRITERIA.** The proposed structure shall:
 - (1) Have an approved zoning certificate; and
 - (2) Conform with the adopted building code, fire code, electrical code, plumbing code, health code, mechanical code, and any other applicable codes and policies.
- (d) **APPLICATION, REVIEW AND DECISION-MAKING PROCEDURES.** Application requirements, processing procedures and decision-making are described in Table 35-2100.1. and Sec 35-2101 with the following modifications:
 - (1) **Applications.** Applications shall be submitted to the building official on forms supplied by that official;
 - (2) **Inspections.** All building plan reviews and inspections shall be conducted as directed by the building official;
 - (3) **Decision-Making.** The building official shall decide all requests for a building permit. For appeals of a decision based on adopted building codes, see the adopted Moline Building Code (Chapter 8 of the Moline Code of Ordinance); and
 - (4) **Validity.** The effective period of a building permit shall be determined by the building official consistent with Chapter 8 of the Moline Code of Ordinances.

SEC. 35–2104. CERTIFICATE OF OCCUPANCY/FINAL INSPECTION.

- (a) **PURPOSE.** A certificate of occupancy/final inspection is needed to ensure that all structures and uses comply with the provisions of this Code and all preceding development permit approvals.
- (b) **APPLICABILITY.** Once a use is established pursuant to a development permit, the use shall obtain a certificate of occupancy/final inspection. After issuance of a building permit, the portion of the structure for which the building permit was issued shall not be occupied or used until a certificate of occupancy/final inspection has been approved.
- (c) **REVIEW CRITERIA.** The structure/use shall comply with all adopted Codes and all conditions of approval of precedent development permits.
- (d) **APPLICATIONS, REVIEW AND DECISION-MAKING PROCEDURES.** The applicant shall contact the zoning administrator and/or building official to obtain required intermittent and final inspections. For certain types of building permits, the building official may issue a certificate of occupancy upon passage of a final inspection; however, the certificate of occupancy shall not be valid until approved by the zoning administrator.

SEC. 35-2105. SITE PLAN REVIEW.

- (a) **PURPOSE.** The site plan review provisions are intended to promote the safe, functional and aesthetic development of property and to ensure that new structures, utilities, streets, parking, circulation systems, setbacks, landscaping and open spaces are developed in conformance with the standards of this Code, the Comprehensive Plan, and consistent with any adopted overlay district standards. The site plan review shall consider the siting of structures and related site improvements to promote harmonious relationships with each other and adjacent development.
- (b) **APPLICABILITY.** Site plan review and approval shall be required for all of the following, prior to the issuance of a zoning certificate and a building permit:

- (1) All site development on a nonconforming lot as per Sec. 35-3110;
 - (2) A change from one nonconforming nonresidential use to another as per Sec. 35-3111(c);
 - (3) Rebuilding a nonconforming residential use to the previous density as per Sec. 35-3111(d);
 - (4) Remodeling or expansion of a nonconforming site or structure as per Sec. 35-3112;
 - (5) All residential infill development not requiring a special use permit as per Sec. 35-3211;
 - (6) All site development in the “O-1” district as per Sec. 35-3304;
 - (7) All site development in the “ORT” district as per Sec. 35-3305;
 - (8) All site development in the “B-1” District as per Sec. 35-3307;
 - (9) All site development in the “NC” district as per Sec. 35-3308;
 - (10) All site development in the “B-2” district as per Sec. 35-3309;
 - (11) All uses in Division 4 of Article III for which a site plan review is explicitly required; and
 - (12) All site development on a property containing a protected natural resource as per Division 1 of Article IV.
- (c) **REVIEW CRITERIA.** The application shall demonstrate that the proposed development complies with all of the following:
- (1) **Adopted plans and policies,** such as:
 - a. The Comprehensive Plan and any applicable corridor, special area or neighborhood plans; and
 - b. The Official Map, trails plan, parks plan and other applicable plans and policies of the City.
 - (2) Other adopted codes and regulations applicable to the site.
 - (3) Applicable previous approvals granted to the project site.
 - (4) Applicable purposes and intents and all development standards of this Code, such as:
 - a. The underlying zoning district; including all building and site design requirements;
 - b. The land use regulations as provided in Division 4 of Article III;
 - c. The site development standards provided in Article IV; and
 - d. The site improvement and performance standards provided in Article V.
 - (5) **Quality site design practices, such as:**
 - a. **Harmonious and efficient organization.** All elements of the proposed plan shall be organized harmoniously and efficiently in relation to topography, the size and type of the property affected, the character of adjoining property, and the type and size of buildings. The site shall be developed in a manner that will not impede the normal and orderly development or improvement of surrounding property for uses permitted in this Code;

- b. **Preservation of natural conditions.** For unutilized portions of the site, the landscape shall be preserved in its natural state, to the degree practical, by minimizing tree and soil removal and by other appropriate site planning techniques. Terrain and vegetation shall not be disturbed in a manner likely to significantly increase either wind or water erosion within or adjacent to the development site;
- c. **Screening and buffering.** Fences, walls or vegetative screening shall be provided as required by this Code and where determined to be needed to protect on-site residents and users from undesirable views, lighting, noise or other adverse effects and to protect residents and users of off-site development from similar adverse effects generated on-site;
- d. **Landscaping.** Plant materials shall be in scale with the buildings, the site, and its various uses and surroundings. Plantings should be arranged to harmonize in size, color, texture, and year-round characteristics of the buildings and the development of the site;
- e. **Building location and scale.** The scale, character and orientation of proposed buildings and structures shall be compatible with present and permitted uses and structures in the surrounding area;
- f. **Exterior lighting.** Exterior lighting shall not interfere with the quiet enjoyment of adjacent properties or the safety of public rights-of-way;
- g. **Underground utilities.** In areas served by underground utilities, all utility service lines shall be underground including, but not limited to, water, sewer, natural gas, electrical, telephone and cable television lines;
- h. **Parking and Circulation.** Parking, loading and vehicular and pedestrian circulation areas shall be designed to provide safe and efficient movement on-site and to minimize any negative impacts on adjoining streets and properties;
- i. **Access to public ways.** Safe and convenient pedestrian, bicycle and vehicular access to public rights-of-way and/or other areas dedicated to common use shall be provided. The location, size and number of access drives and walkways to a site shall be arranged to minimize any negative impacts on adjoining streets and properties. Off-site and on-site improvements shall be provided where they will significantly improve safety for vehicles, bicycles and pedestrians;
- j. **Emergency access.** Structures and other site features shall be arranged to permit access by emergency vehicles to all buildings; and
- k. **Adequate public facilities and service.** Adequate public facilities and services shall be available concurrent with the projected impacts of the development.

(d) **APPLICATION, REVIEW AND DECISION-MAKING PROCEDURES.** Application requirements, processing procedures and decision-making are described in Table 35-2100.1. and Sec. 35-2101, with the following modifications:

- (1) **Validity.** An approved site plan shall be valid for six months during which the applicant shall obtain a zoning certificate and a building permit. Once a building permit is obtained, the site plan approval shall be valid for as long as the building permit remains valid.

SEC. 35-2106. ZONING COMPLIANCE LETTER.

(a) **PURPOSE.** A zoning compliance letter is issued by the zoning administrator, upon written request of an applicant, certifying that a proposed or existing use or development is or is not in compliance with the provisions of this Code.

(b) **APPLICABILITY.** At any time, a person with an interest in a property may request a zoning compliance letter from the zoning administrator that a proposed or existing use or development on a property is in conformance with the applicable provisions of this Code. Such a request must be submitted in writing and in accordance with the provisions of this subsection. Such requests are strictly voluntary on the part of the applicant; however, in no case shall the issuance of zoning compliance letter alleviate an applicant from having to obtain any other form of development approval otherwise required by this Article.

(c) **REVIEW CRITERIA.** The applicant shall demonstrate that the proposed use or development is in conformance with applicable provisions of this Code and all other adopted codes and policies.

(d) **APPLICATION, REVIEW AND DECISION-MAKING PROCEDURES.** Application requirements, processing procedures and decision-making are described in Table 35-2100.1. and Sec. 35-2102.

SEC. 35-2107. ADMINISTRATIVE VARIANCE.

(a) **PURPOSE.** The administrative variance is intended to permit a reasonable degree of flexibility in the application and enforcement of all zoning district bulk standards contained within this Code while ensuring that the full purposes and intents of this Code and its regulations are fully met.

(b) **APPLICABILITY.** An administrative variance may be granted for no more than two different bulk standards applicable to a lot.

(c) **REVIEW CRITERIA.** The applicant shall demonstrate that the proposed development complies with all of the following:

- (1) All of the site plan review criteria provided in Sec. 35-2105;
- (2) That the variance either increases compliance with the site plan review criteria or that the need for the variance resulted from a measurement error committed prior to or during development;
- (3) That no bulk standard is varied from by more than 10%;
- (4) That no more than two bulk standards have/will receive administrative variances;
- (5) That no variances requiring review by the zoning hearing officer as per Sec. 35-2207 have been issued or are required for the same property; and
- (6) That sufficient mitigation of one or more forms (such as increased landscaping, improved building design, etc.) is provided;

(d) **APPLICATION, REVIEW AND DECISION-MAKING PROCEDURES.** Application requirements, processing procedures and decision-making are described in Table 35-2100.1. and Sec. 35-2101.

SEC. 35-2108. MINOR SUBDIVISIONS.

(a) **PURPOSE.** The procedures of this section are intended to provide a streamlined administrative approval process for minor subdivisions.

(b) **APPLICABILITY.** Only the following are eligible to use the streamlined, minor subdivision procedures of this section:

- (1) A land division that results in the creation of 5 or fewer lots, provided that the land division does not require, under this Code, the construction or installation of any public improvements or infrastructure other than individual lot utility service connections and sidewalks;
- (2) The dedication, acceptance or vacation of a public easement; and
- (3) The consolidation of lots into a fewer number of lots.

(c) **REVIEW CRITERIA.** In order to be approved, minor subdivision plats must be eligible for processing as a minor subdivision, pursuant to the applicability provisions of Sec. 35-2108b(). The applicant must also demonstrate that the proposed minor subdivision:

- (1) Is consistent with the Comprehensive Plan and the purposes of this Code;
- (2) Complies with all applicable regulations of this Code and other laws and ordinances, unless previously waived or modified by the entity with jurisdiction;
- (3) Will not make any existing lot or structure nonconforming;
- (4) Will not impede motorized or nonmotorized transportation access for any abutting properties; and
- (5) Does not require new or upgraded infrastructure and improvements other than sidewalks or individual lot utility service connections, provided that:
 - a. If existing infrastructure and improvements do not meet the infrastructure and improvements standards of this Code, the City engineer in consultation with other affected agencies, is authorized to waive or modify otherwise applicable requirements to upgrade existing infrastructure and improvements.
 - b. Sidewalk waivers or modifications are not allowed through the minor subdivision process. If required sidewalks do not already exist, the developer shall either immediately construct the required sidewalks in accordance with the standards of this Code or the developer shall file a performance guarantee in the amount equal to at least 100% of the estimated cost of the required sidewalks, as estimated by the developer's engineer and approved by the City engineer. The Law Department shall approve the form and surety of the required financial guarantee. The agreement must specify that the sidewalks be constructed in conformance with the approved plans and specifications within 6 months from the date of the filing of the guarantee.

(d) **DECISION-MAKER.** After review by affected City departments and outside agencies with jurisdiction, the zoning administrator is authorized to approve or deny a minor subdivision based on the review criteria of Sec. 35-2108(c). The zoning administrator is also authorized to defer final decision-making authority in specific cases to the plan commission.

(e) **APPLICATION, REVIEW AND DECISION-MAKING PROCEDURES.** Application requirements, processing procedures and decision-making are described in Table 35-2100.1 and Sec. 35-2101, with the following modifications:

- (1) **General Process.** The minor subdivision process requires a pre-application conference in accordance with Sec. Sec. 35-2201(2) and review and approval of a final subdivision plat in accordance with the procedures of Sec. 35-2110. No preliminary subdivision plat review is required.
- (2) **Validity.** See Sec. 35-2110(5)b.
- (3) **Appeals.** See Sec. 35-2110(5)c.
- (4) **Reporting to Plan Commission.** The zoning administrator must provide regular reports to the plan commission regarding decision-making on minor subdivision applications submitted during the reporting period. Reporting to the plan commission must occur at least once each calendar year.

SEC. 35-2109. IMPROVEMENT PLANS.

(a) **PURPOSE.** Improvement plans are required in order to allow an accurate determination of whether improvements (e.g., streets, stormwater management, drainage facilities and retaining walls) that are required for subdivisions or developments will conform to the layout and design objectives of the approved preliminary subdivision plat, the standards of this Code and other applicable standards and specifications.

(b) **APPLICABILITY.** Improvement plan approval, in accordance with the procedures of this section, is required for any subdivision or development in which infrastructure or improvements are required.

(c) **REVIEW CRITERIA.** In order to be approved, the applicant must demonstrate that proposed infrastructure and improvements comply with all applicable regulations of this Code, the City of Moline Supplemental Specifications and all other applicable laws and ordinances.

(d) **DECISION-MAKER.** The City engineer is authorized to take final action to approve or deny all applications for improvement plan approval. If the City engineer determines that the improvement plans do not comply with applicable regulations and standards, the City engineer is authorized to require that modifications be made to bring the improvement plans into compliance with such regulations and standards.

(e) **APPLICATION AND REVIEW PROCEDURES.** Application requirements, processing procedures and decision-making are described in Table 35-2100.1 and Sec. 35-2101, with the following modifications:

- (1) Improvement plans may be submitted with a preliminary subdivision plat or the developer may elect to obtain preliminary subdivision plat approval before submitting detailed improvement plans, in which case improvement plans must be submitted before or concurrently with the final subdivision plat submittal.
- (2) When conditions warrant, the City engineer may require that preliminary engineering or improvement plans be submitted during the preliminary subdivision plat review process in order to determine the land's suitability for the preliminary subdivision plat design.
- (3) If only a single portion or phase of an approved preliminary subdivision plat will be submitted for final subdivision plat approval and a phasing plan has been approved at the time of preliminary subdivision plat approval, improvement plans are required to be submitted for only that phase. However, the entire area of the proposed development, as well as any additional area necessary to properly design facilities, must be the basis for design and must be so indicated.

(f) **RESPONSIBILITY FOR PREPARATION.** Improvement plans for streets, utilities, and other required public improvements must be prepared by an Illinois licensed registered professional engineer retained by the developer.

(g) **CONSTRUCTION SCHEDULE.** Before approval of the improvement plans, the applicant must submit a general schedule of the timing and sequence for construction of all required improvements to:

- (1) The City engineer;
- (2) All approving agencies; and
- (3) All public utility companies that will service the subdivision.

(h) **TIMING OF IMPROVEMENTS.** Except upon the written approval of the City engineer, no grading, removal of trees or other vegetation, land filling, construction of improvements, or other material change, except for the purpose of aiding in preparation of final engineering drawings or plans, may begin on the subject property until the applicant has obtained necessary approvals and permits from all affected City, County, State and federal agencies.

SEC. 35-2110. FINAL SUBDIVISIONS PLATS.

(a) **PURPOSE.** A final subdivision plat is a record of the approved subdivision, as surveyed in the field. It shows property lines and other dimensions important to the developer in selling lots and to the public in maintaining accurate records of street lines, easements, utility locations and other property information. Review and approval of final subdivision plats is required in order to determine if lots, dedications and improvements comply with the approved preliminary subdivision plat (if one was required) and with all applicable regulations.

(b) **APPLICABILITY.** The final subdivision plat approval procedures of this section must be followed for all proposed land divisions that do not qualify as exempt subdivisions under the Illinois Plat Act. For subdivisions other than minor subdivisions (See Sec. 35-2108), review and approval of a preliminary subdivision plat is required before the filing of an application for final subdivision plat approval.

(c) **REVIEW CRITERIA.** In order to be approved, the applicant must demonstrate that the proposed final subdivision plat:

- (1) Is in substantial compliance with the approved preliminary subdivision plat (if one was required) and with any conditions of approval placed on the preliminary subdivision plat; and
- (2) Complies with all applicable regulations of this Code and other laws and ordinances, unless previously waived or modified by the entity with jurisdiction.
- (3) A final subdivision plat may not be approved until an improvement plan (if one was required) has been approved in accordance with Sec. 35-2109 and:
 - a. All required improvements have been completed; or
 - b. A performance guarantee has been provided in accordance with Sec. 35-4209; and
 - c. Necessary title assurances have been given.

(d) **DECISION-MAKER.** The zoning administrator is authorized to take final action to approve or deny applications for final subdivision plat approval except those that involve dedications of land or public improvements to the City. Only the City Council is authorized to take action on final plats that include offers to dedicate land or improvements to the City. Such action shall be in accordance with 65 ILCS 5/11-12-8.

(e) **APPLICATION AND REVIEW PROCEDURES.** Application requirements, processing procedures and decision-making are described in Table 35-2100.1 and Sec. 35-2101, with the following modifications:

- (1) **Effect of Approval; Recording.** Once a final plat has been approved, it must be recorded with the Rock Island County Recorder of Deeds. Once the approved final plat has been recorded, lots may be offered for sale and conveyed, and permits may be issued for building and construction on such lots. The Rock Island County Recorder of Deeds may not record any final plat of a subdivision located within the subdivision jurisdiction of the City of Moline until that final plat has been approved by the City.
- (2) **Validity.** If an approved final plat is not recorded with the Rock Island County Recorder of Deeds within 90 days of the date of approval by the City, the final plat approval shall lapse and be null and void.
- (3) **Appeals.** The applicant may appeal a decision of the zoning administrator to deny final subdivision plat approval by filing a written appeal with the zoning administrator. Such appeals must be filed within 10 days of the date of the decision being appealed. If an appeal is filed, the plan commission shall consider the final plat application as a new matter and take final action using the same requirements and criteria that apply to final subdivision plat decisions made by the zoning administrator.
- (4) **Acceptance of Dedications.**
 - a. Only the City Council is authorized to accept offers to dedicate land or improvements to the City.
 - b. All facilities and improvements proposed to be dedicated to the public must be maintained by the property owner until the offer of dedication has been officially accepted by the City or other authorized public authority. In order to ensure proper maintenance of streets and other public improvements, a maintenance guarantee may be required. (See also Sec. 35-4210)
 - c. The City may not accept an offer of dedication of any improvements until the City engineer or a competent professional approved by City and retained by the developer has certified to the City, by completing and filing with the City clerk a document, stating that

such improvements have been constructed in accordance with the requirements of this Code and any other applicable standards.

DIVISION 2. NON-ADMINISTRATIVE DEVELOPMENT REVIEW

SEC. 35-2200. REVIEW AND APPROVAL REQUIRED.

(a) No land development activity requiring review and approval under this Division shall be initiated without having first received such review and approval.

(b) Review procedures differ depending upon the type of proposal. Generally, the procedures for all applications have three common elements: (1) submittal of a complete application, including required fee payment along with appropriate information; (2) review of the submittal by appropriate City staff, agencies and boards; and (3) action to approve, approve with conditions, or deny the application. Submittal dates and review time periods are established as part of the administrative policies and supplemental procedures of the City, copies of which can be obtained from the zoning administrator.

(c) Table 35-2200.1 summarizes the procedures, agencies and review bodies involved in the non-administrative development review process. Detailed information about the general procedures and applications and the agencies and review bodies involved in the process, and methods of appeal, are further discussed in Sec. 35-2201.

**Table 35-2200.1.
Non-Administrative Development Review Procedures Summary**

Procedure	Pre-app. Conference	ZA	CE	PC	CC	ZHO	Public Notice	
Comprehensive Plan Text Amendment	Mandatory	RB	RB	RB/PH	DM	-	R	
Comprehensive Plan Map Amendment	Mandatory	RB	RB	RB/PH	DM	-	R	
Zoning Map Amendment	Mandatory	RB	RB	RB/PH	DM	-	R	
Zoning and Land Development Code Text Amendment	Mandatory	RB	RB	RB/PH	DM	-	R	
Planned Unit Development (PUD):								
ODP (optional)	Mandatory	RB	RB	RB/PH	DM	-	R	
Preliminary Plan	Mandatory	RB	RB	RB/PH	DM	-	R	
Final Plan	Mandatory	RB	RB	DM/PH	A	-	R	
Plan Amendment								
Major	Mandatory	RB	RB	DM/PH	A	-	R	
Minor	Mandatory	DM	RB	A	-	-	-	
Special Use Permit	Mandatory	RB	RB	DM/PH	A	-	R	
Variance	Mandatory	(See Sec. 35-2207)						R
Appeal of Administrative Decision	Optional	(See Table 35-2100.1 and Sec. 35-2208)						-
Major Subdivision:								
Preliminary Subdivision Plat								
Consistent w/ Plan; No Waivers or Modifications	Mandatory	RB	RB	DM	A	-	-	
Requires Plan Amend; Waivers/Modifications	Mandatory	RB	RB	RB	DM	-	-	
Final Subdivision Plat								
With Dedication of Land or Improvements	Mandatory	RB	RB	-	DM	-	-	
No Dedication of Land or Improvements	See Table 35-2100.1							

Table Legend:

A = Appeal Body	CC = City Council	DM = Decision-Making Body
PC = Plan Commission	PH = Public Hearing	RB = Review Body
ZA = Zoning Administrator	CE = City Engineer	ZHO = Zoning Hearing Officer
R = Required	- = Not applicable	

(Ord. No. 3034-2006; deleted in its entirety "Notices Mailed" column; 8/15/06)

SEC. 35-2201. COMMON ELEMENTS OF PROCEDURES.

The following elements are common to all procedures unless otherwise modified by more specific provisions.

- (1) **TIME FRAMES.** The time frames for action on the part of the City are established as part of the administrative policies of the City, a copy of which can be obtained from the zoning administrator.
- (2) **PRE-APPLICATION CONFERENCE.**
 - a. **Purposes.** The general purposes of a pre-application are to:
 1. Obtain a complete understanding of the proposed project and the applicant's specific objectives;
 2. Identify all of the approvals necessary to construct the proposed development;
 3. Identify all of the documents plans, drawings, fees and other materials necessary for a complete application;
 4. Identify the most significant issues that the development will need to address in order to gain approval; and

5. Provide the applicant with direction on how to meet the requirements of this Code and other applicable codes, regulations and policies.
- b. **Applicability.** Table 35-2200.1. indicates the development permits for which a pre-application conference is required or recommended. The zoning administrator may waive the pre-application conference when in such administrator's discretion there is substantial evidence to show that the purposes of the Code can be met without having to conduct such a conference.
- c. **Application Submittal Requirements.** Submittal requirements for various types of development permits are available from the planning and development department. These requirements are typical for the type of approval required; however, the scope of any specific development application may require different types or levels of information. At the pre-application conference, the zoning administrator shall determine what information shall be submitted in order to provide for an adequate assessment of the project. At any time during the processing of any application, additional information may be required to address issues or concerns that may not have been evident at the pre-application conference. Requirements and information from the pre-application conference shall be recorded on a form supplied by the department and made part of the development file upon submittal of the application.

(3) **NOTICE.**

- a. **Purpose.** Public hearings under this Division 2 and notice thereof provide the opportunity for input in decisions that may affect the community. Public participation ensures that decisions reflect consideration of the community interest and ensure that the applicant and other interested parties are given due process – the opportunity to be heard. Accordingly, nothing herein shall prohibit the zoning administrator from providing public notice that meets or exceeds those requirements for any type of development permit, whenever such notice will further the purposes and intent of this Code.
- b. **Published Notice.**
 1. Except as otherwise specifically provided in this section, in any instance in which a public hearing is required, a notice setting forth the date, time, place and purpose of such hearing, the general nature of the request or matter to be heard, the name of the applicant and property owner, and identification of the subject property must be published at least once in a newspaper of general circulation in that city; and
 2. With all other required application material, the applicant shall either provide the information for the notice, or bear the cost of collection, to the zoning administrator who shall be responsible for preparing notice for publication.

(4) **REQUEST FOR A CONTINUANCE PRIOR TO HEARING.**

- a. An applicant shall have the right to one continuance before the plan commission, zoning hearing officer or City Council, provided that a written request is filed with the zoning administrator at least five business days prior to the date of the hearing being continued. If an application is not continued in this manner, the right to a continuance shall be waived. There is no taking of rights from application to another. Additional continuances shall be per (6)(d) of this section.
- b. An applicant requesting a continuance shall make reasonable efforts to notify all persons previously advised of the hearing that a continuance has been requested. Reasonable efforts shall include, but not be limited to, personal notice, broadcast or print media notice and any other form of notice determined by the zoning administrator to be reasonable. The applicant shall reimburse the City and provide all materials necessary to provide published and mailed notice of the rescheduled public hearing date to surrounding property owners in the same manner and in accordance with the same time schedule as for the original date.

- c. The review body scheduled to conduct the hearing shall, upon compliance with this section, grant the continuance to a time and date certain, to be decided at its discretion. The hearing may be continued without being opened for public testimony. Requests for additional continuances shall be heard as per (6)(d) of this section.

(5) **WITHDRAWAL OF APPLICATION.** At any time prior to the hearing on an application, the applicant may request in writing that the application be withdrawn from consideration, subject to forfeiture of fees. After a hearing is opened an applicant may request a withdrawal; however, the body conducting a hearing shall decide whether or not to approve the request and may approve the request either with or without prejudice.

(6) **PUBLIC HEARING PROCEDURES.**

- a. **Timing.** When the zoning administrator determines that a development permit application is sufficient to be scheduled for a public hearing, notice of such hearing shall be made pursuant to (3) above.
- b. **Purpose of Hearing.** The purpose of a public hearing is to allow the applicant and all other parties a reasonable and fair opportunity to be heard, to present evidence relevant to the application, to rebut evidence presented by others, and for interested parties, the additional opportunity to cross-examine as permitted by law.
- c. **Conduct of Hearing.**
 - 1. Any person or persons may appear at a public hearing and submit evidence, either individually or via a representative. Each person who appears at a public hearing shall state, for the record, his or her name, address, and if appearing on behalf of an organization or group, the name and mailing address of the organization or group. Persons claiming “interested party” status shall so qualify and register with the City as per adopted administrative policies, a copy of which can be obtained from the zoning administrator.
 - 2. The zoning administrator’s report and recommendations shall be made available prior to the public hearing. The chair may direct that the zoning administrator provide a summary presentation of the report and recommendations.
 - 3. The chair shall exclude testimony or evidence that is irrelevant, immaterial or unduly repetitious. Cross examination of witnesses shall be permitted as per the adopted administrative policies of the review body. At any point, members of the body conducting the hearing may ask questions of the applicant, staff or public.
- d. **Continuance.**
 - 1. **Request for a continuance at the hearing.** At any time prior to a final decision, an applicant may request an application be continued for further proceedings. In so doing, the applicant shall state the reasons of the request. The granting or denial of a request for a continuance at this stage of the process shall be at the sole discretion of the body conducting the hearing. A majority vote of those members in attendance shall be required to grant a continuance. The record shall reflect the reason(s) such continuance was granted, any stipulations or conditions placed upon the continuance, and the date and time at which the matter will be heard.
 - 2. **Directed continuance.** At any time prior to a final decision on a request for a development permit, the zoning hearing officer, plan commission or City Council may on its own motion continue a hearing. A majority vote of those members in attendance shall be required to direct a continuance of an item. The record shall reflect the reason(s) such continuance was granted, any stipulations or conditions placed upon the continuance, and the date and time at which the matter will be heard.

3. **Rules of construction.** The provisions concerning requests for continuances at a hearing and directed continuances shall be liberally construed by the public body when the purpose or expected result of the continuance is:
 - a. Increased efficiency in the development review process;
 - b. A reassessment of a design or a position;
 - c. Consideration or re-consideration of evidence in favor or opposed to an application; and /or
 - d. Any other opportunity for the process to work toward the goal of guiding and accomplishing coordinated and harmonious development of the City and its environs.
4. **Purpose.** The purpose of the section is to generally encourage efficiency and to that end the legal issues of formality shall be de-emphasized but not to the point of compromising fundamental fairness and due process.

e. **Record of Proceedings.**

1. The body conducting the hearing shall record the proceedings by any appropriate means and according to such procedures as the City may, from time to time, prescribe by administrative policies.
2. The record of all proceedings, including testimony and statements of personal opinions, the minutes of the secretary, all application, exhibits and papers submitted, all staff and advisory body or commission reports and recommendations, and the decision and report(s) of the body before which the hearing is heard shall constitute the record.

- f. **Additional Rules.** The body conducting the hearing may adopt rules of procedure to limit the number of applications for development approval which may be considered per meeting and to limit the time for each presentation, or each speaker.

(7) **DECISION-MAKING.**

- a. **Action.** Following a public hearing as described in (6) of this section, the appropriate acting body shall (as indicated in Table 35-2200.1.) decide or recommend to approve, approve with conditions, or deny applications. The acting bodies shall base decisions or recommendations on consideration of evidence and analysis presented including, but not limited to, the following:
 1. conformance with the Code, the adopted Comprehensive Plan and other adopted plans, overlay districts, standards and policies;
 2. recommendations of staff and recommending bodies as applicable;
 3. review agency input;
 4. public input and testimony received at the hearing; and
 5. effects of the proposal on the neighborhood, area, and community-at-large.
- b. **Authority to Condition Development Approvals.** After review of the application, other pertinent documents and any evidence made part of the public record, the recommending and decision-making bodies may impose conditions as are reasonably necessary to assure compliance with applicable general or specific standards stated in the Code. The zoning administrator shall include a copy of the conditions with the record of the decision. The applicant shall be notified of any conditions imposed on the application.
- c. **Plan Commission as Recommending Body to City Council.** For items that the plan commission is the recommending body pursuant to Table 35-2200.1., a recommendation for denial shall require a two-thirds (2/3) affirmative vote of the City Council to be approved.
- d. **Plan Commission as Decision-Making Body.** The plan commission shall conduct hearings and render final decision for items that the plan commission is the decision-making body pursuant to Table 35-2200.1.

- e. **City Council.** The City Council shall act upon applications pursuant to Table 35-2200.1.
- f. **Review and Decision by Zoning Hearing Officer (ZHO).** The ZHO shall conduct hearings and render final decision for items that the ZHO is the decision-making body pursuant to Table 35-2200.1.

(8) **SCOPE OF ACTION.** The review body may take any action on an application that is consistent with the notice given, including approval of the application, conditional approval of the application or denial of the application. The reviewing body may allow amendments to the application if the effect of the amendments is to reduce the density or intensity of the original application, reduce the impact of the development, or reduce the amount of land involved from that indicated in the notices of the hearing. The reviewing body may not, in any case, permit a greater amount of development, a more intensive use, a larger land area than indicated in the original application, or a greater variance than was indicated in the notice.

(9) **POST-DECISION PROCEEDINGS.**

- a. **Appeals.** Any interested party aggrieved by a final decision by any decision-maker may appeal the final action in accordance with the provisions of Sec. 35-2208.
- b. **Amendments and Revisions to Approval.**
 - 1. Unless provided otherwise by this Code, the zoning administrator may approve minor revisions to an approved application. Minor revisions must be authorized in writing by the zoning administrator and are subject to appeal to the original final decision-maker. Authorized minor revisions are those that are necessary in light of technical considerations that do not substantively change the character of the development approval; and
 - 2. If the zoning administrator determines that a requested revision is not minor, approval of the revision by the original final decision-maker is required in accordance with the procedures established for the original consideration of the application.

(10) **VALIDITY.**

- a. **Time of Expiration.** Unless otherwise specifically provided for in this Code, development approvals shall expire and become null and void, all activities taken pursuant to such approved development applications shall cease, and all activities pursuant to such approval thereafter shall be deemed in violation of this Code, when:
 - 1. The applicant fails to satisfy any condition that was imposed as part of the original or revised approval of the development application, or that was made pursuant to the terms of any development agreement application, including the failure to abide by specified time limits established therein; or
 - 2. The applicant fails to present a subsequent development application as required by this Code within the time so required or as may be required by the Illinois Compiled Statutes. If no time limit for satisfaction of conditions is specified in the original or revised approval of the development application, the time shall be presumed to be one year from the date of approval.
- b. **Extension Procedures.**
 - 1. **Considerations.** Unless otherwise prohibited by Illinois law or this Code, an extension of the effective period of the development approval and/or development phasing schedule may be granted by the decision-making body granting the original approval. In deciding a request for an extension, the decision-making body shall consider: whether the applicant has demonstrated sufficient cause as to why the original effective period or development phasing schedule cannot be met; and whether development regulations applicable to the project have not or are not proposed to be materially changed so as to render the

project inconsistent with the regulations prevailing at the time the extension would expire.

2. **Requests.** Requests for an extension of the effective period of the development approval or development phasing schedule shall be submitted in writing to the zoning administrator prior to the expiration of the original approval. Upon receipt of the request, the zoning administrator shall schedule the matter before the decision-making body.
- (11) **CONTINUED COMPLIANCE.** Once constructed and occupied, a development shall continue to provide all necessary maintenance and/or replacement in order to remain in substantial compliance with all approved plans and conditions of approval. Failure to remain in substantial compliance, including the replacement of required plant materials that have died or are diseased, shall constitute a violation of this Code.
 - (12) **REVOCAION OF PERMIT OR APPROVAL.**
 - a. **Duties of Zoning Administrator.** If the zoning administrator determines that there are reasonable grounds for revocation of a development permit or approval, other than those provided in (10)(a) above, the zoning administrator shall set a hearing before the final decision-maker. If the decision was made by the zoning administrator, the hearing shall be conducted by the zoning hearing officer. If the City Council was the original decision-maker, it may refer the proposed revocation to the plan commission for a recommendation prior to the hearing.
 - b. **Notice and Public Hearing.** Notice of the revocation hearing shall be given in the same manner as required for the original application. A public hearing shall be conducted in accordance with the procedures of this Section.
 - c. **Notification of Appeal or Revocation.** Whenever an appeal is taken from a final decision, or whenever the City determines to revoke a development permit which was obtained following a public hearing, mailed notice of the appeal or revocation shall be prepared and made in the manner prescribed for the original action. If no public hearing was held prior to obtaining the development permit, mailed notice of revocation shall be given to the holder of the permit only.
 - d. **Decision and Notice.** After the conclusion of the hearing, the decision-maker shall render a decision to revoke the permit, to allow the applicant to retain the development permit, or reconsider the permit and shall notify the holder of the permit and any other person who has filed a written request for such notice.
 - e. **Effect and Appeals.** Unless specified otherwise at the time of the decision, a decision to revoke a development permit shall become final immediately at the time the decision is rendered, unless appealed. After such effective date of revocation, any activities continuing pursuant to such permit shall be deemed to be in violation of the Code.
 - f. **Right Cumulative.** The City's right to revoke a development permit, as provided in this section, shall be cumulative to any other remedy allowed by law.
 - (13) **CITY INITIATED REQUESTS.** The City administrator, zoning administrator, plan commission, or City Council may initiate a request for any development permit on behalf of the City. Such requests shall not be subject to fees, but shall otherwise follow the same procedures established in this Code.

SEC. 35-2202. COMPREHENSIVE PLAN AMENDMENT.

(a) **PURPOSE.** The City of Moline's Comprehensive Plan provides for the guidance, direction and control of growth and development or redevelopment of the City and contiguous territory not more than one and one-half miles beyond the corporation limits of the City. In order to maintain internal consistency within the Comprehensive Plan, all proposed amendments must be evaluated in light of the entire Comprehensive Plan text, goals, policies and maps.

(b) **APPLICABILITY.** All proposed amendments to the text of the Comprehensive Plan or Future Land Use Map shall comply with the provisions of this section. Any proposed development that is inconsistent with the existing goals and policies of the Comprehensive Plan or Future Land Use Map shall receive approval of a Comprehensive Plan amendment prior to approval of any other development permit.

(1) **Concurrent Review.** The applicant may propose that the amendment be considered concurrently with any development review process (e.g., a rezoning or subdivision), or that the Plan amendment be considered separately.

(c) **REVIEW CRITERIA.** The City shall amend the Plan only if it finds that the specific amendment is consistent with the overall purpose and intent of the adopted Plan. Keeping in mind the broad legislative and other authorities of the City to consider all relevant factors, the decision whether or not to amend the Plan shall consider, at a minimum, whether:

- (1) There was an error in the original Plan such then existing facts, projects, or trends (that were reasonably foreseeable) were not accounted for;
- (2) Events subsequent to the adoption of the Plan have invalidated the original premises and findings;
- (3) The character and/or condition of the area has changed enough that the amendment is acceptable;
- (4) Public and community facilities are adequate to serve the type and scope of land use proposed;
- (5) An inadequate supply of suitably designated land is available in the community, as defined by the presiding body, to accommodate the proposed land use;
- (6) The community or area, as defined by the presiding body, will derive benefits from the proposed amendment; and
- (7) The change is consistent with all other goals and policies of the Plan, including applicable special area, neighborhood, and corridor plans that are not the subject of the amendment.

(d) **DECISION-MAKER.** For a plan amendment request concerning property within the City, or which is expected to be annexed, the zoning administrator and plan commission shall make recommendations and the City Council shall take final action.

(1) **Failure of Amendment.** If an amendment request fails, any related proposed development must be changed until it is consistent with the Plan.

(e) **APPLICATION AND REVIEW PROCEDURES.** Application requirements and processing procedures are described in Table 35-2200.1. and Sec. 35-2201, with the following modifications:

(1) **Application Limitations.** There shall be no limit on the number of public hearings for Comprehensive Plan amendments as well as no limit to the number of amendments that can be made to the Comprehensive Plan on an annual basis.

(Ord. No. 3014-2007; Sec. 35-2202(e)(1) deleted; new Sec. 35-2202(e)(1) enacted; 04/10/07)

(2) **Application Requirements.**

a. **Minimum Requirements.** In making a request for a plan amendment the applicant shall, at a minimum, provide a written response to each of the criteria provided in paragraph (c) of this section.

b. **Optional Materials.** In addition to the written descriptions, justifications and responses required above, the City Council, plan commission, or staff may request additional documents, reposts, studies, plans, and drawings as deemed necessary to fully evaluate

and decide upon the request. Applicants are encouraged to comply with all such requests; however, it shall remain the applicant's right to provide all, part, or none of the requested additional materials. In addition, the applicant may submit whatever additional materials the applicant believes are relevant to the request.

- (3) **Notice; Mailed Notice.** A map amendment request relating to more than five (5) percent of the entire incorporated area of the City and all text amendment requests shall not require mailed notice to any property owner. Instead, the zoning administrator shall purchase a quarter-page display advertisement in a local newspaper of general circulation. The content and timing of said advertisement shall follow the published notice provisions of Sec. 35-2201(6).

SEC. 35-2203. ZONING AND LAND DEVELOPMENT CODE AMENDMENT AND REZONING.

(a) **PURPOSE.** In order to maintain internal consistency within this Code and on the Zoning Map, proposed amendments to the text and Zoning Map must be consistent with the purposes stated herein.

(b) **APPLICABILITY.** All proposed amendments to the text of this Code and Zoning Map shall comply with the provisions of this section.

(c) **APPROVAL CRITERIA.** In determining whether the proposed amendment shall be approved, the following factors shall be considered:

- (1) Whether the existing text or zoning designation was in error at the time of adoption;
- (2) Whether there has been a change of character in the area or throughout the City due to installation of public facilities, other zone changes, new growth trends, deterioration, development transitions, etc.;
- (3) Whether the proposed rezoning is compatible with the surrounding area and defining characteristics of the proposed zoning district or whether there may be adverse impacts on the capacity or safety of the portion of street network influenced by the rezoning, parking problems, or environmental impacts that the new zone may generate such as excessive storm water runoff, water, air or noise pollution, excessive nighttime lighting, or other nuisances;
- (4) Whether the proposal is in conformance with and in furtherance of the implementation of the goals and policies of the Comprehensive Plan, other adopted plans, and the policies, intents and requirements of this Code, and other City regulations and guidelines;
- (5) Whether adequate public facilities and services are available or will be made available concurrent with the projected impacts of development in the proposed zone;
- (6) Whether there is an adequate supply of land available in the subject area and the surrounding community to accommodate the zoning and community needs; or
- (7) Whether there is a need in the community for the proposal and whether there will be benefits derived by the community or area by the proposed rezoning.

(d) **DECISION-MAKER.** The zoning administrator and plan commission shall make recommendations and the City Council shall take final action.

- (1) When the plan commission or City Council deems it necessary or expedient, additional property in the zoning district may be considered for a zoning change provided that this additional property is also addressed in the public hearing notice, in accordance with Sec. 35-2201(6).

(e) **APPLICATION AND REVIEW PROCEDURES.** Application requirements and processing procedures are those described in Table 35-2200.1. and Sec. 35-2201 with the following modifications:

- (1) **Applicant Requirements.** An application for a text amendment to this Code or rezoning shall include a written report that addresses each criteria as listed in paragraph (c) of this section.
- (2) **Notice; Mailed Notice.** A rezoning request relating to more than five (5) percent of the entire incorporated area of the City and all text amendment requests shall not require mailed notice to any property owner. Instead, the zoning administrator shall purchase a quarter-page display advertisement in a local newspaper of general circulation. The content and timing of said advertisement shall follow the published notice provisions of Sec. 35-2201(6).

SEC. 35-2204. CONCEPT PLAN.

(a) **PURPOSE.** The concept plan review is an optional process that may provide an applicant with a general, non-binding direction from the plan commission prior to submittal of a development application. Although it is the intent of this process to be as helpful as possible to an applicant in designing a proposed project, applicants should not rely on the direction as an indication of any future decision-making by the plan commission on any subsequent requests for development permits and the City expressly disclaims any direction or the outcome of any future decision-making.

(b) **APPLICABILITY.** A concept plan review may be requested for any type of development that requires a recommendation or final action by the plan commission.

(c) **REVIEW CRITERIA.** The concept plan shall be evaluated using the criteria required for the type of development. The ability of the plan commission to apply the criteria may be limited based on the amount of information provided with the application.

(d) **DECISION-MAKER.** The individual members of the plan commission may provide any and all comments, questions, critiques and direction they deem appropriate to assist the applicant with preparing a subsequent application for a development permit. These comments are strictly advisory and should not be taken as an indication of how the individual members or plan commission as a whole may vote on any subsequent application for a development permit. The plan commission shall not take a formal vote on any portion of the concept plan.

(e) **APPLICATION AND REVIEW PROCEDURES.** Application requirements and processing procedures are those described in Table 35-2200.1 and Sec. 35-2201 with the following modifications:

- (1) **Staff Review, Report and Recommendations.** The zoning administrator shall not be required to review the plan, circulate the plan to other agencies, produce a report, or make recommendations but may do any or all of these at said Administrator's discretion.
- (2) **Notice.** Notice is not required unless requested by the applicant. Requested notice shall be the same as that required for the development permits necessary to allow the proposed type of development.
- (3) **Appeal.** Because there is no decision, there is no appeal of any direction given by the plan commission; however, in its discretion, City Council may elect to provide direction of its own on any concept plan.

SEC. 35-2205. PLANNED UNIT DEVELOPMENT.

(a) **PURPOSE.** The Planned Unit Development (PUD) district is intended to apply to mixed-use or unique single use projects to provide design flexibility not available through strict application and interpretation of

the standards established in Divisions 2 and 3 of Article III. The purpose of the PUD zone is to provide design flexibility as described in Division 6 of Article III. Planned unit development rezonings should be used only when long-term community benefits that may be achieved through high quality development will be derived. Long term community benefits include without limitation:

- (1) More efficient infrastructure;
- (2) Reduced traffic demands;
- (3) A greater quality and quantity of public and/or private open space;
- (4) Other recreational amenities;
- (5) Needed housing types and/or mix;
- (6) Innovative designs; and/or
- (7) Protection and/or preservation of natural resources.

(b) **OUTLINE DEVELOPMENT PLAN (ODP).**

- (1) **Applicability.** An Outline Development Plan is an optional, but encouraged first step prior to an application for a preliminary development plan for a parcel of at least 20 acres. The purpose of an ODP is to demonstrate conformance with the Comprehensive Plan, compatibility of land use and coordination of improvements within and among individually platted parcels, sections or phases of a development prior to the approval of a preliminary plan. At ODP, zoning for the entire property or for each “pod” designated for development on the plan is established. This step is recommended for larger, more diverse projects that are expected to be developed over a long period of time. Through this process, the general pattern of development is established with a range of densities and intensities assigned to individual “pods” that will be the subject of future, more detailed planning.
- (2) **Approval Criteria.** An ODP application shall demonstrate conformance with all of the following:
 - a. The Comprehensive Plan, Major Street Plan and other adopted plans and policies;
 - b. The rezoning criteria provided in Sec. 35-2203(c);
 - c. The PUD requirements of Division 6 of Article III;
 - d. The applicable corridor guidelines and other overlay districts;
 - e. Adequate public services and facilities being provided concurrent with the projected impacts of the development;
 - f. Adequate circulation and access being provided to serve all development pods/areas to be developed;
 - g. Appropriate screening and buffering of adjacent property and uses being provided;
 - h. An appropriate range of intensity/density of uses for the entire property or for each development pod/area to be developed;
 - i. An appropriate set of “default” or minimum standards for the entire property or for each development pod/area to be developed; and
 - j. An appropriate phasing or development schedule for the entire property or for each development pod/area to be developed.
- (3) **Decision-Maker.** The zoning administrator and plan commission shall make recommendations and the City Council shall approve, conditionally approve, or deny all applications for an ODP.

- (4) **Application and Review Procedures.** Application requirements and processing procedures are described in Table 35-2200.1. and Sec. 35-2201, with the following modifications:
 - a. **Simultaneous Review of Other Plans.** An applicant may file an ODP with a preliminary development plan, as determined by the zoning administrator at the pre-application conference.
 - b. **Validity.** The effective period of the ODP/phasing schedule shall be determined concurrent with ODP approval.
 - c. **Required Subsequent Approvals.** Following approval of an ODP, a preliminary development plan approval and a subsequent final development plan approval shall be required before any development activity can occur.

- (c) **PRELIMINARY DEVELOPMENT PLAN.**
 - (1) **Applicability.**
 - a. **Approved ODP.** If the property has an approved ODP, the purpose of the preliminary development plan is to ensure consistency with the uses, density/intensity, bulk, performance, and other standards of the approved ODP and proposed PUD rezoning ordinance for the specific area included in the preliminary plan. Unless specified otherwise with the ODP, the applicant shall have the option of proposing either a planned unit development district or planned unit development site. Typically, the PUD rezoning ordinance is acted upon at this stage concurrent with action on the preliminary plan. However, should the City Council find that a proposed planned unit development district or site lacks sufficient detail to ensure that future development will be of the intensity and quality proposed by the applicant and envisioned by the City Council, it may defer action on the PUD rezoning ordinance until the final plan stage.
 - b. **No Approved ODP.** If the property has no approved ODP, the purpose of this stage is to answer the question, "Should this use, with this specific intensity/density, designed in this particular manner, be constructed on this site?" In designing the plan, the applicant shall have the option of proposing either a planned unit development district or planned unit development site. Typically, the PUD rezoning ordinance is acted upon at this stage concurrent with action on the preliminary plan. However, should the City Council find that a proposed planned unit development district or site lacks sufficient detail to ensure that future development will be of the intensity and quality proposed by the applicant and envisioned by the City Council, it may defer action on the PUD rezoning ordinance until the final plan stage.

 - (2) **Review Criteria.** A preliminary development plan application shall demonstrate conformance with all of the following:
 - a. The ODP review criteria in (b)(2) of this section;
 - b. The applicable preliminary subdivision plat approval of Sec. 35-2210(3);
 - c. The applicable site plan review criteria in Sec. 35-2105;
 - d. The approved ODP, if applicable;
 - e. An appropriate, specific density/intensity of uses for all areas included in the preliminary plan approval; and
 - f. For a PUD District the area of the plan is at least five acres in size or as specified in an applicable approved ODP, or as identified in Sec. 35-3703.

 - (3) **Decision-maker.** The zoning administrator and plan commission shall make recommendations and the City Council shall approve, conditionally approve, or deny all applications for a preliminary development plan and, at its discretion, the accompanying PUD rezoning ordinance.

- (4) **Application and Review Procedures.** Application requirements and processing procedures are described in Table 35-2200.1. and Sec. 35-2201, with the following modifications:
- a. **Concurrent Review of PUD Rezoning Ordinance.** The PUD rezoning ordinance shall be considered concurrently with the preliminary plan. However, should the City Council find that a proposed planned unit district or site lacks sufficient detail to ensure that future development will be of the intensity and quality proposed by the applicant and envisioned by the City Council, it may defer action on the PUD rezoning ordinance until the final plan stage.
 - b. **Required Concurrent Review of Subdivision.** A preliminary plat shall be submitted and reviewed concurrently with a preliminary development plan.
 - c. **Density/Intensity Transfer.** If the property has an approved ODP, density/intensity of uses may not be transferred between development pods/areas to be developed unless explicitly provided for with the ODP approval or by amending the OPD in the same manner as originally approved.
 - d. **Validity.** The effective period of the preliminary development plan shall be as determined by the ODP approval, if applicable, or at the time of preliminary plan approval.
 - e. **Required Subsequent Approvals.** Following approval of a preliminary development plan, final development plan approval shall be required before any development activity can occur, except that permitted with approval of preliminary plat.
- (d) **FINAL DEVELOPMENT PLAN.**
- (1) **Applicability.** The final development plan and final subdivision plat act as the blueprint for development of a PUD project. The plan and the plat ensure consistency with the approved preliminary development plan and specific development and construction requirements of various adopted codes. No building permits shall be issued until final plan approval is obtained.
- (2) **Review Criteria.** A final development plan application shall demonstrate conformance with all of the following:
- a. The approved ODP, if applicable;
 - b. The approved preliminary development plan;
 - c. The approved preliminary plat;
 - d. The approved PUD rezoning ordinance;
 - e. All other applicable development and construction codes, ordinances, and policies;
 - f. The applicable site plan review criteria in Sec. 35-2105; and
 - g. The applicable final subdivision plat approval criteria of Sec. 35-2110(3).
- (3) **Decision-maker.** The zoning administrator shall make a recommendation and the plan commission shall approve, conditionally approve, or deny all applications for a final development plan, unless the City Council in its discretion required the final plan be returned to it for final action. In such cases, the zoning administrator and plan commission shall provide recommendations concerning the final plan.
- (4) **Application and Review Procedures.** Application requirements and processing procedures shall comply with those described in Table 35-2200.1. and Sec. 35-2201, with the following modifications:
- a. **Concurrent Review of PUD Rezoning Ordinance.** If the PUD rezoning ordinance was not acted upon at the preliminary stage, it shall be acted upon concurrently with the final plan review. A final plan shall not be valid unless and until a corresponding PUD rezoning ordinance has been approved.

- b. **Required Concurrent Review of Subdivision.** Unless specified otherwise at the time of preliminary plan approval, if the form of preliminary plan approval was a site development plan, a final plat (if required by Sec. 35-2110) shall be submitted and reviewed concurrently with a final development plan; if the form of preliminary plan approval was a subdivision plan, a final plat may be approved and recorded prior to final plan approval.
- c. **Review of covenants.** The City attorney shall review and approve all covenants and restrictions in the best interests of the City, as determined in the City attorney's exercise of independent professional judgment prior to final development plan approval.
- d. **Form of Final Action.** If the final development plan is approved by the plan commission, the surveyor or engineer shall then make any changes necessary or required to comply with final approval conditions.
- e. **Recording.** Upon final approval, the plan and plat shall be recorded. The final plat shall, at a minimum, contain all of the following information which is pertinent to the PUD: the setbacks; a list of approved and/or specifically excluded uses; and any pertinent conditions or stipulations which were previously made or imposed.

(e) **GUARANTEES FOR PUBLIC IMPROVEMENTS.** Except as provided herein, before the plan and plat are recorded, all applicants shall be required to complete, to the satisfaction of the zoning administrator and City engineer, all street, sanitary, and other public improvements, as well as lot improvements on the individual lots of the subdivision as required by this Code. The required improvements shall be those specified in the approved construction plans as per the final subdivision approval. As a condition of final plan and plat approval, the City may permit the applicant to enter into a development improvements agreement and post a guarantee for the completion of all required improvements in accordance with Sec. 35-4209.

(f) **AMENDMENTS TO APPROVED PLANS.**

(1) **Planned Unit Development Rezoning Ordinance.** The use, density/intensity, bulk performance and default standards contained in an approved PUD rezoning ordinance may be amended only as follows, unless specified otherwise in the rezoning ordinance:

- a. No use may be established that is not permitted in the PUD without amending the rezoning ordinance through the rezoning process. Uses may be transferred between development pods/areas to be developed through an amendment to the ODP and/or preliminary development plan, as applicable, provided the overall density/intensity for the entire PUD is not exceeded.
- b. The maximum and minimum density/intensity for the entire PUD shall not be exceeded without amending the rezoning ordinance through the rezoning process. Density/intensity may be transferred between development pods/areas to be developed through an amendment to the ODP and/or preliminary development plan, as applicable, provided the overall density/intensity for the entire PUD is not exceeded.
- c. The bulk, performance and default standards may not be amended for the entire PUD or an entire development pod/area to be developed without amending the PUD rezoning ordinance through the rezoning process. The bulk default standards may be varied on individual lots within the PUD through an amendment to the preliminary development plan.

(2) **Outline Development Plan.** The approved outline development plan may be amended only by the City Council through the same process by which it was approved, unless the adopted PUD rezoning ordinance provides otherwise. All subsequent preliminary development plans and final development plans must be consistent with the approved outline development plan and rezoning ordinance.

(3) **Preliminary Development Plan.** Unless the adopted PUD rezoning ordinance provides otherwise, the approved preliminary development plan may be amended as follows:

- a. **Minor amendments.** The zoning administrator may approve the following amendments for individual lots within the area covered by a preliminary development plan provided all standards in the adopted PUD rezoning ordinance are met:
 1. Decreases in density and/or intensity so long as the character of the site is maintained;
 2. Increases in gross floor area of up to 10% so long as the character of the site is maintained;
 3. Changes in the location and type of landscaping and/or screening so long as the character and intent of the original design are maintained;
 4. Changes in the orientation or location of parking areas and vehicular and pedestrian circulation areas so long as the effectiveness and character of the overall site circulation, parking and parking lot screening are maintained;
 5. The reorientation, but not complete relocation, of major structures so long as the character of the site is maintained; and
 6. Changes in building design and materials so long as the character and intent of the original design are maintained.
 - b. **Major Amendments Applicable to Only One Lot.** Any change not listed above as a minor amendment to an individual lot shall be deemed a major amendment. Such amendments shall be reviewed by the plan commission using the same process as the preliminary development plan but with the following review criteria:
 1. Only the bulk or performance standards may be varied;
 2. The applicable variance review criteria in Sec. 35-2200; and
 3. The amendment shall not represent a significant unilateral change in any of the agreed upon deviations from the default standards.
 - c. **Major Amendments Applicable to More Than One Lot.** All other amendments to the preliminary development plan shall be reviewed by the plan commission using the same process and criteria used for preliminary plan review and approval.
- (4) **Final Development Plan.** Amendments to the final development plan may be approved by the plan commission using the same process and criteria used for final development plan and review and approval.
- (g) **LAPSE OF PLAN AND REZONE.**
- (1) If a planned unit development, or any portion thereof, has not been completed in accordance with the approved development schedule, a “lapse” shall have occurred and the terms of all approved plans for incomplete portions of the PUD shall be null and void. If a lapse occurs, the property shall be governed by the zoning district applied to the property immediately before the rezoning to PUD, or an applicant may request a hearing before the plan commission at which time a revocation of all prior approvals shall be considered. If the plan commission determines that a lapse has occurred, the zoning administrator shall publish an appropriate legal notice notifying the public of the plan commission’s finding and revise the Official Zoning Map accordingly. The zoning administrator may, if the zoning administrator deems appropriate, initiate, without owner consent, a zoning change on a lapsed PUD to another zone district.
 - (2) The above notwithstanding, the zoning administrator may, in said administrator’s discretion, permit a single six month extension to any part of, or the entire, approved development schedule.
- (h) **GENERAL PROVISIONS.**
- (1) **Binding Approval.** Approval of a PUD allows the development and use of a parcel of land under certain, specific conditions. No use of the parcel, nor construction, modification, or alteration of

any use or structures within a PUD project shall be permitted unless such construction, modification or use complies with the terms and conditions of an approved final development plan. Each subsequent owner and entity created by the developer, such as property owners' associations or an architectural review committee, shall comply with the terms and conditions of approval. The developer shall set forth the conditions of approval within the subdivision covenants. Such covenants shall be recorded with the final approved plan and plat.

- (2) **Transfer of Ownership.** No person shall sell, convey, or transfer ownership of any property or any portion thereof within a planned unit development zone until such person has informed the buyer of the property's status with respect to the planned unit development process and conditions of approval. The City shall bear no liability for any person's misrepresentation of terms and conditions of an existing approval.
- (3) **Planned Unit Development Zone Designation.** The zoning administrator shall designate each approved PUD on the Official Zoning Map.

SEC. 35-2206. SPECIAL USE PERMITS.

(a) **PURPOSE.** The purpose of a special use review is to provide an opportunity to utilize property for an activity, which under usual circumstances, could be detrimental to other permitted uses and which normally is not permitted within the same district. A special use may be permitted under circumstances particular to the proposed location and subject to conditions that provide protection to adjacent land uses. A special use is not a use by-right and one that is otherwise prohibited without approval of a special use permit.

(b) **APPLICABILITY.** A special use permit shall be required prior to the establishment of any special use identified in Division 4 of Article III or elsewhere in this Code.

(c) **REVIEW CRITERIA.** The application shall demonstrate that the proposed development will comply with the following:

- (1) **Site Plan Review Standards.** All applicable site plan review criteria in Sec. 35-2105(c).
- (2) **District Standards.** The underlying zoning district standards established in Article III, including the defining characteristics of the district.
- (3) **Specific Standards.** The land use regulations established in Division 4 of Article III.
- (4) **Availability of complementary uses.** Other uses complementary to, and supportive of, the proposed project shall be available including, but not limited to: schools, parks, hospitals, business and commercial facilities, and transportation facilities.
- (5) **Compatibility with adjoining properties.** Compatibility with and protection of neighboring properties through measures such as:
 - a. **Protection of privacy.** The proposed plan shall provide reasonable visual and auditory privacy for all dwelling units located within and adjacent to the site. Fences, walls, barriers and/or vegetation shall be arranged to protect and enhance the property and to enhance the privacy of on-site and neighboring occupants;
 - b. **Protection of use and enjoyment.** All elements of the proposed plan shall be designed and arranged to have a minimal negative impact on the use and enjoyment of adjoining property; and
 - c. **Compatible design and integration.** All elements of a plan shall coexist in a harmonious manner with nearby existing and anticipated development. Elements to consider include: buildings, outdoor storage areas and equipment, utility structures, building and paving coverage, landscaping, lighting, glare, dust, signage, views, noise,

and odors. The plan must ensure that noxious emissions and conditions not typical of land uses in the same zoning district will be effectively confined so as not to be injurious or detrimental to nearby properties.

(d) **DECISION-MAKER.** The zoning administrator shall make recommendations and the plan commission shall approve, conditionally approve, or deny all applications for a special use permit.

(e) **APPLICATION AND REVIEW PROCEDURES.** Application requirements and processing procedures are described in Table 35-2200.1. and Sec. 35-2201, with the following modification:

- (1) **Validity.** Once established, a special use permit approval shall run with the land and remain valid until the property changes use or the use is abandoned and non-operational for a period of 12 consecutive months.

SEC. 35-2207. VARIANCES.

(a) **PURPOSE.** A variance is a departure from the dimensional or numerical requirements of this Code where such variance will not be contrary to the public interest and where, owing to conditions peculiar to the property and not as a result of the action of the applicant, a literal enforcement of this Code would result in unnecessary and undue hardship. Variances are permitted only to those portions of this Code as specified herein.

(b) **APPLICABILITY.**

- (1) As per Sec. 35-2107, the zoning administrator shall decide all requests for variances of up to 10% for certain bulk standards included on Tables 35-3201.1, 35-3201.2, 35-3201.3, 35-3301.1, and 35-3301.2.
- (2) The zoning hearing officer shall hear and decide all requests for variances of greater than 10% for bulk standards included on Tables 35-3201.1, 35-3201.2, 35-3201.3, 35-3301.1, and 35-3301.2, except for:
 - a. Maximum units per lot, minimum lot dimensions, and maximum floor area ratio on Table 35-3201.1; and
 - b. Minimum lot dimensions and maximum building size on Table 35-3301.1.
- (3) The zoning hearing officer shall hear and decide all requests for variances to the nonconforming lot, use, site, and structure regulations of Article III, provided that no nonconforming use shall be changed or expanded beyond the limits imposed in Sec. 35-3111.
- (4) The City Council shall hear and decide all requests for variances to minimum lot dimensions on Tables 35-3201.1. and 35-3301.1. as part of preliminary plat approval.
- (5) As per the special use review procedures and criteria of Sec. 35-2206, the plan commission shall hear and decide all requests for variances to the maximum building size requirements on Table 35-3301.1.
- (6) As per this section, the plan commission shall hear and decide variance to all other provisions of this Code, unless otherwise specified.
- (7) Under no circumstances shall variances be heard or granted for the following:
 - a. The establishment of a use in a district in which such use is not permitted by this Code;
 - b. Residential development which would result in an increase in density greater than that permitted in the applicable zoning district;
 - c. Changes or modifications to any definition contained in this Code; and

d. Changes in use of or expansion of a nonconforming use beyond those permitted in Section 35-3111.

(c) **APPROVAL CRITERIA.** A variance is not a right. It may be granted to an applicant only if the applicant establishes that strict adherence to this Code will result in undue hardship because of site characteristics that are not applicable to most properties in the same zoning district. Such variances shall be granted only when the applicant establishes that all of the following criteria are satisfied:

- (1) **Hardship Unique to Property, Not Self-Inflicted.** There are exceptional conditions creating an undue hardship, applicable only to the property involved or the intended use thereof, which do not apply generally to the other land areas or uses within the same zone district, and such exceptional conditions or undue hardship was not created by the action or inaction of the applicant or the owner of the property, or any previous property owner;
- (2) **Special Privilege.** The variance will not confer on the applicant any special privilege that is denied to other lands or structures in the same zoning district;
- (3) **Literal Interpretation.** The literal interpretation of the provisions of the regulations would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district and would work unnecessary and undue hardship only on the applicant;
- (4) **Reasonable Use.** The applicant and the owner of the property cannot derive a reasonable use of the property without the requested variance;
- (5) **Minimum Necessary.** The variance is the minimum necessary to make possible the reasonable use of land or structures;
- (6) **Compatible with Adjacent Properties.** The variance will not be injurious to, or reduce the value of, the adjacent properties or improvements or be detrimental to the public health, safety or welfare. In granting a variance, the decision-maker may impose conditions deemed necessary to protect affected property owners and to protect the intent of this Code. The decision-maker may consider prospective financial loss or gain to applicant but consideration shall not be sole reason for granting a variance;
- (7) **Conformance with the Purposes of this Code.** The granting of a variance will not conflict with the purposes and intents expressed or implied in this Code; and
- (8) **Conformance with the Comprehensive Plan.** The granting of a variance will not conflict with the goals and principles in the Comprehensive Plan.

(d) **DECISION-MAKER.** The zoning administrator shall make recommendations and the decision-maker shall approve, approve with conditions, or deny requests for variances.

(e) **APPLICATION AND REVIEW PROCEDURES.** Application requirements and processing procedures are described in Table 35-2200.1. and Sec. 35-2201.

SEC. 35-2208. APPEALS.

(a) **PURPOSE.** The purpose of this section is to provide for appeals by interested parties of decisions and actions by the zoning administrator and plan commission.

(b) **APPEAL OF ADMINISTRATIVE INTERPRETATIONS.** Any interested party, aggrieved or claimed to be aggrieved by an interpretation of this Code rendered by the zoning administrator may request an appeal of the interpretation in accordance with this section.

- (1) **Approval Criteria.** In granting an appeal from an administrative interpretation, the zoning hearing officer shall determine whether the interpretation by the zoning administrator was in accordance with the intent and requirements of this Code.
- (2) **Decision-maker.** The zoning hearing officer shall affirm, reverse, or remand the interpretation. In reversing or remanding the interpretation back to the zoning administrator, the zoning hearing officer shall state the rationale for his/her decision.
- (3) **Application and Review Procedures.** Application requirements and processing procedures are described in Table 35-2200.1. and Sec. 35-2201, with the following deviations:
 - a. **Application Materials.** The appellant shall provide a written statement citing the specific provision(s) of this Code the appellant believes the zoning administrator has incorrectly interpreted and the appellant's own interpretation of the provision(s).
 - b. **Notice.** Notice of the hearing is not required to anyone other than the appellant.
 - c. **Zoning Administrator's Report.** The zoning administrator shall prepare a report detailing the specific provision(s) of this Code that are in question, said administrator's interpretation of the provision(s) and the general basis of the interpretation. (Ord. No. 3026-2007(2); new Sec. 35-2208(e) enacted; 09/18/07)

(c) **APPEAL OF FINAL ACTION ON ADMINISTRATIVE DEVELOPMENT PERMITS.** Any interested party, aggrieved or claimed to be aggrieved by a final action of the zoning administrator on an administrative development permit may request an appeal of the action in accordance with Table 35-2100.1 and this section, and the Illinois Administrative Review Law, found generally at 735 ILCS 5/3-101, *et al.*

- (1) **Approval Criteria.** In granting an appeal to final action on an administrative development permit, the appellate body shall find the zoning administrator:
 - a. Has acted in a manner inconsistent with the provisions of this Code or other applicable local, state, or federal law; or
 - b. Has made clearly erroneous findings of fact based on the evidence and testimony on the record; or
 - c. Has failed to fully consider mitigating measures or revisions offered by the applicant that would have brought the proposed project into compliance; or
 - d. Has acted arbitrarily, capriciously and/or abused his/her discretion; in which case such arbitrarily, caprice or abuse shall be detailed in written findings and forwarded to the director of planning and development and City administrator.
- (2) **Decision-maker.** The appellate body for a particular administrative development permit shall be as specified on Table 35-2100.1. The appellate body shall affirm, reverse or remand the decision. In reversing or remanding the decision back to the zoning administrator, the appellate body shall state the rationale for its decision. A two-thirds (2/3) vote of the entire membership of the appellate body shall be required to reverse the zoning administrator's action.
- (3) **Application and Review Procedures.** Application requirements and processing procedures are described in Table 35-2200.1. and Sec. 35-2201 with the following deviations:
 - a. **Application Materials.** The appellant shall provide a written request that explains the rationale of the appeal based on the criteria provided in (c)(1) of this section.
 - b. **Notice to Applicant.** If the appellant is not the applicant, the zoning administrator shall notify the applicant of the request and the applicant shall provide a written response.

- c. **Preparation of the Record.** The zoning administrator shall compile all materials made a part of the record of the zoning administrator's action. As may be requested by the appellate body, the zoning administrator also may provide a summary report of the record.
- d. **Notice.** No notice of the appeal is required.
- e. **Conduct of Hearing.** The appellate body may hold a full evidentiary hearing to make a finding regarding the zoning administrator's action in accordance with the criteria provided in (c)(1) of this section. However, the appellate body also may limit testimony and evidence to that contained on the record at the time the zoning administrator took final action, or place any other limits on additional testimony and evidence it deems appropriate.

(d) **APPEAL OF PLAN COMMISSION ACTION.** Any interested party, aggrieved by or claimed to be aggrieved by a decision or final action of the plan commission may request an appeal of the action in accordance with Table 35-2100.1. and this section. Appeals of denials made by the plan commission on items for which they make a recommendation and are not the final decision-maker, shall be heard by the City Council in accordance with these provisions.

(1) **Approval Criteria.**

- a. **Findings.** In granting an appeal to action on a non-administrative development permit, the City Council shall find:
 - 1. The plan commission has acted in a manner inconsistent with the provisions of this Code or other applicable local, state, or federal law; or
 - 2. The plan commission has made erroneous findings of fact based on the evidence and testimony on the record; or
 - 3. The plan commission has failed to fully consider mitigating measures or revisions offered by the applicant that would have brought the proposed project into compliance; or
 - 4. The plan commission has acted arbitrarily, capriciously and/or abused its discretion; in which case such arbitrariness, caprice and abuse shall be detailed in written findings along with other relevant information; and
 - 5. In addition to one or more of the above findings, the City Council shall find the appellant was present in person or by lawful representative at the hearing during which the original decision was made or was otherwise on the official record concerning the development application.
- b. **Facts on Record.** In considering a request for appeal, the City Council shall consider only those facts, evidence, testimony and witnesses that were part of the official record of the plan commission's action. No new evidence or testimony may be considered, except City staff may be asked to interpret materials contained in the record. If the City Council finds that pertinent facts were not considered or made a part of the record, they shall remand the item back to the plan commission for a rehearing and direct that such facts be included in the record.

(2) **Decision-maker.** The City Council shall affirm, reverse, or remand the decision. In reversing or remanding the decision back to the plan commission, the City Council shall state the rationale for its decision. A two-thirds (2/3) vote of the entire membership of the City Council shall be required to reverse the plan commission's action.

(3) **Application and Review Procedures.** Requests for an appeal shall be submitted to the zoning administrator in accordance with the following:

- a. **Application Materials.** The appellant shall provide a written request that explains the rationale of the appeal based on the criteria provided in (d)(1) of this section. The appellant also shall submit evidence of his/her attendance in person or by lawful representative at the original hearing or other testimony or correspondence from him/her that was in the official record at the time of the original hearing.

- b. **Application Fees.** The appropriate fee, as may be approved by the City Council, shall be submitted with the request.
- c. **Notice to Applicant.** If the appellant is not the applicant, the zoning administrator shall notify the applicant of the request and the applicant shall review the request and provide a written response.
- d. **Preparation of Record.** The zoning administrator shall compile all material made a part of the official record of the plan commission's action. As may be requested by the City Council, the zoning administrator also may provide a summary report of the record.
- e. **Notice.** Notice of the appeal hearing shall be provided in the same manner as was required with the original action.
- f. **Hearing.** The zoning administrator shall schedule the appeal before the City Council. The City Council shall hold a hearing and render a decision.
- g. **Conduct of Hearing.** At the hearing, the City Council shall review the record of the plan commission's action. No new evidence or testimony may be presented, except that City staff may be asked to interpret materials contained in the record.

(e) **APPEAL OF AMENDMENT TO ZONING MAP.** Any interested party, aggrieved or claimed to be aggrieved by an amendment to the Official Zoning Map, adopted May 2, 2006, or any subsequent amendment initiated by the City, may request an appeal of the map amendment in accordance with this section.

- (1) **Approval Criteria.** In granting an appeal from a map amendment, the zoning hearing officer shall determine if the map amendment was in accordance with the intent and requirements of this Code, State statutes, and/or State case law, as appropriate. The zoning hearing officer shall also find that personal notice was not given prior to the zoning change.
- (2) **Decision-maker.** The zoning hearing officer may grant the right to use an affected property with one or more permitted land uses in effect immediately prior to the zoning change. Granting of such a right shall be limited to land uses only and shall not waive or reduce any other provision of this Code without a separate variation.
- (3) **Application and Review Procedures.** Application requirements and processing procedures are described in Table 35-2100.1 and Sec. 35-2101, with the following deviations:
 - a. **Application Materials.** The appellant shall provide a written statement citing the previous zoning designation and the land use(s) planned for the affected property. There shall be no application fee for this appeal.
 - b. **Notice.** Notice of the hearing is not required to anyone other than the appellant.
 - c. **Zoning Administrator's Report.** The zoning administrator shall prepare a report detailing the notice provided for the zoning change and a description of the past and present zoning classification with particular detail on density and allowable uses within each classification. (Ord. No. 3026-2007; new Sec. 35-2208(3) enacted; 09/18/07)

SEC. 35-2209. MAJOR SUBDIVISIONS GENERALLY.

(a) **APPLICABILITY.** All subdivisions that that do not qualify as exempt subdivisions under the Illinois Plat Act or as minor subdivisions under Sec. 35-2108 must be processed as "major subdivisions."

(b) **GENERAL PROCESS.** The major subdivision process is a multi-step process requiring a pre-application conference in accordance with Sec. 35-2201(2) and approval of all of the following:

- (1) Preliminary subdivision plat (see Sec. 35-2210);
- (2) Improvement plan (see Sec. 35-2109); and
- (3) Final subdivision plat (see Sec. 35-2110).

SEC. 35-2210. PRELIMINARY SUBDIVISION PLATS.

(a) **PURPOSE.** Preliminary subdivision plats establish the overall layout and design of a proposed development, including lot and utility layout and street and intersection design. Preliminary subdivision plat review is required in order to allow, at an early development planning stage, a competent determination by City departments and affected agencies of whether the proposed development is consistent with adopted plans and with applicable regulations.

(b) **APPLICABILITY.** The preliminary subdivision plat approval procedures of this section must be followed for all proposed land divisions that do not qualify as exempt subdivisions under the Illinois Plat Act or as minor subdivisions under Sec. 35-2108.

(c) **APPROVAL CRITERIA.** In order to be approved, the applicant must demonstrate that the proposed preliminary subdivision plat:

- (1) Is consistent with the Comprehensive Plan and the purposes of this Code;
- (2) Complies with all applicable regulations of this Code and other laws and ordinances, unless previously waived or modified by the entity with jurisdiction;
- (3) Will not make any existing lot or structure nonconforming; and
- (4) Will not impede motorized or nonmotorized transportation access for any abutting properties.

(d) **DECISION-MAKER.**

- (1) The zoning administrator shall make recommendations and the plan commission shall approve, conditionally approve, or deny all applications for preliminary subdivision plat approval, in accordance with 65 ILCS 5/11-12-8, except in cases where approval of the preliminary plat requires approval of an amendment to the Comprehensive Plan or the approval of waivers or modifications of the infrastructure and public improvement standards of Article IV, Division 2.
- (2) If an amendment to the Comprehensive Plan or waivers or modifications of infrastructure and improvement standards is required, the City Council shall be the final decision-making body on the preliminary subdivision plat. In such cases, the zoning administrator and plan commission serve as review bodies. City Council action is not required on preliminary subdivision plats that do not require plan amendments or code waivers or modifications.

(e) **APPLICATION AND REVIEW PROCEDURES.** Application requirements and processing procedures are described in Table 35-2200.1 and Sec. 35-2201, with the following modifications:

- (1) **Effect of Approval.** Upon approval of the preliminary subdivision plat, the applicant may proceed with installation of or the posting of financial guarantees covering required infrastructure and improvements in accordance with the approved preliminary subdivision plat and the requirements of this Code. The applicant may also proceed with the preparation and submittal of the required final subdivision plat. Preliminary subdivision plat approval does not qualify a plat for recording.
- (2) **Validity.** An approved preliminary subdivision plat remains valid and effective for a period of 2 years from the date of approval. If a phasing plan was expressly approved as part of the preliminary subdivision plat approval the validity of the preliminary plat is governed by the approved phasing plan. The plan commission is authorized to grant a one-time extension of the period of validity, provided the extension request is filed before the preliminary plat's expiration date. Extensions may not exceed one year in duration. Once a preliminary plat expires, no final plat application may be accepted until a new preliminary plan is approved.

SEC. 35-2211. WAIVERS AND MODIFICATIONS.

(a) **PURPOSE.** The waiver and modification procedures of this section establish the process and review criteria for approval of waivers and modifications of infrastructure and public improvement standards, as distinct from “Variances.”

(b) **APPLICABILITY.** All property owner requests for relief from strict compliance with the infrastructure and public improvement standards of Article IV, Division 2, must be processed as waiver or modification requests in accordance with the provisions of this section.

(c) **PROCESS.** Preliminary subdivision plats that include requests for waivers or modifications must be processed in accordance with Sec. 35-2210(4)b. If preliminary subdivision plat approval is not required for the proposed development, the waiver or modification request must still be processed in the same manner as a preliminary subdivision plat that includes requests for waivers and modifications (i.e., review and recommendation by the zoning administrator and the plan commission and final decision-making by the City Council).

(d) **APPROVAL CRITERIA.** In order to be approved, the applicant must demonstrate that the requested waiver or modification:

- (1) Will not be detrimental to the public safety, health or welfare, or injurious to other property or improvements in the neighborhood in which the subject property is located;
- (2) Is the result of conditions that are unique to the subject property, and that these conditions are not self-created, and that the applicant had no knowledge of the impact of the regulations on the development of the property at the time of the property’s purchase.”

Section 5 – That Chapter 35, “ZONING AND LAND DEVELOPMENT,” of the Moline Code of Ordinances, is hereby amended by repealing Article IV, “Site Development Standards,” in its entirety and enacting in lieu thereof one new Article IV titled “Development Standards,” dealing with the same subject matter, which shall read as follows:

“ARTICLE IV. DEVELOPMENT STANDARDS

DIVISION 1. NATURAL RESOURCES PROTECTION STANDARDS

SEC. 35-4100. PURPOSE.

The purpose of this Division is to set forth the requirements for the mandatory protection of natural resources and permanently protected green space areas within the jurisdiction of this Chapter. In part, the provisions of this Division are designed to ensure the implementation of the adopted Moline Comprehensive Plan.

SEC. 35-4101. HOW TO USE THIS DIVISION.

This Division contains the standards which govern the protection, disturbance, and mitigation of disruption of all natural resource and other permanently protected green space areas. The provisions of this Division are intended to supplement those of the City of Moline, Rock Island County, the state of Illinois, and the Federal Government of the United States which pertain to natural resource protection. This Division recognizes the important and diverse benefits which natural resource features provide in terms of protecting the health, safety, and general welfare of the community. Each of the following sections is oriented to each natural resource type, and is designed to accomplish several objectives:

- (1) First, a definition of the natural resource is provided.

- (2) Second, the specific purposes of the protective regulations governing each natural resource type are provided.
- (3) Third, the required method of identifying and determining the boundaries of the natural resource area is given.
- (4) Fourth, mandatory protection requirements are identified.
- (5) Fifth, where permitted, mitigation standards are provided.

SEC. 35-4102. NATURAL RESOURCE PROTECTION STANDARDS.

(a) **COMPLIANCE.** All new development (including building construction, other site improvements, and/or site preparation), additions to existing development (including building construction, other site improvements and/or site preparation), along with all new subdivision plats, condominiums, and site plans, in all zoning districts, shall comply with the resource protection standards set forth in Table 35-4102.1.

(b) **NATURAL RESOURCES TO REMAIN UNDISTURBED.** All of the natural resources required to be protected under this Division shall remain undisturbed and in a natural state except those natural resources where mitigation is permitted and where that mitigation is in strict accord with those requirements set forth in this Division.

(c) **DESTRUCTION OF EXISTING NATURAL RESOURCES.** Removal of protected natural resources as defined in this Division from a property before any development approvals from the City are sought shall not be allowed unless the property owner obtains a site plan approval and meets the standards of this Division for natural resource preservation. All clear cutting and destruction of natural resource features shall:

- (1) Require a site plan review and approval as per Sec. 35-2105, and shall be in compliance with the provisions of this Division.
- (2) Be required to meet the protection levels described in this Division.
- (3) Where such clear cutting and/or destruction violations occur, be required to meet the mitigation standards set forth under the provisions of this Division.

(d) **NATURAL RESOURCE PROTECTION PLAN.** If natural resource features defined and described in this Article are present on a property, a “Natural Resource Protection Plan” shall be submitted, which shall show the following:

- (1) **Proposed Name.** The proposed name of the development.
- (2) **Location.** The location of the proposed development.
- (3) **Name, Address and Telephone Numbers of the Owners, Subdividers, Lessee and/or Developer.** The names, addresses and telephone numbers of the owners, subdividers, lessee and/or developer(s) of the property and of the designer of the plan.
- (4) **Date.** Date of the “Natural Resource Plan” submittal and all applicable revision dates.
- (5) **Site Boundary.** The boundary line of the site with dimensions and bearings, indicated by a solid line, and the total land area encompassed by the site.
- (6) **Lot Lines, Right-of-Way lines, and Easements.** The location of all proposed lot lines, right-of-way lines, and easements.

- (7) **Existing Streets.** The location, ownership, widths, and names (if available) of all existing and previously platted streets, rights-of-way, parks, and other public or open spaces located within or adjacent to the subject property.
- (8) **Easements and Neighboring Property Boundaries.** The location and dimensions of all permanent easements and the subject property boundary lines adjacent to the site.
- (9) **Location and Extent of Existing Natural Resource Features.** The location and extent of any existing natural resource features defined and described in this Article. Each individual resource area on the site shall be shown graphically on the “Natural Resource Protection Plan.”
- (10) **Disturbed and Preserved Natural Resource Features.** Graphic and numerical illustration shown on the “Natural Resource Protection Plan” of those existing natural resource features that will be disturbed and those that will be preserved and showing on the illustration the area (in square feet or acres) of each existing resource and those areas of resources that are to be preserved. Numerical data may be shown in tabular form with labeled reference to specific areas designated on the “Natural Resource Protection Plan.” Any areas of the site where natural resources are to be mitigated and how and where the mitigation is to take place with natural resource protection easements shall be indicated.
- (11) **Method of Natural Resource Preservation.** Graphic illustration and notes related to how those natural resource features, which are to be preserved, will actually be preserved (conservation easements, deed restrictions, protective covenants, etc.).
- (12) **Scale, North Arrow, Contours.** A drawing legend containing the scale appropriate to the size of the Site Plan, the date of preparation, north arrow, and designation of existing and proposed contours at a maximum two foot contour interval.

**Table 35-4102.1.
NATURAL RESOURCE PROTECTION STANDARDS**

NATURAL RESOURCE FEATURE	ZONING DISTRICT TYPE					
	Resource		Residential (a)		Nonresidential (b)	
	Protection Standard	Mitigation Permitted	Protection Standard	Mitigation Permitted	Protection Standard	Mitigation Permitted
Steep Slopes (c): 20 to <=30%	65%	No	75%	No	70%	No
>30%	90%	No	85%	No	80%	No
Woodlands & Forests (c): Mature -	70%	Yes	70%	Yes	60%	(d)
Young -	50%	Yes	50%	Yes	50%	Yes
Drainageways	100%	Yes	100%	Yes	100%	Yes
Shore Buffers	100%	No	100%	No	100%	No
Isolated Wetlands, Ponds and Lakes	100% (e)	Yes	100% (e)	Yes	100% (e)	Yes

Footnotes:

- a. Including residential PUD Districts (or residential portions thereof).
- b. Including nonresidential PUD Districts (or nonresidential portions thereof).
- c. Protection standards for steep slopes and woodlands shall be enforced over the total combined occurrences of such features on lands held in common ownership, rather than over each of any two or more individual

occurrences of steep slopes or woodlands on such lands. Lands shall be considered to share a common boundary even if they are divided by a public road or navigable waterway, or if they connect at only one point.

- d. Whether mitigation is permitted shall be determined by the zoning administrator on a case-by-case basis based on the findings of the field survey conducted in accordance with Sec. 35-4109(c).
- e. If not otherwise restricted by state or federal regulations, the zoning administrator may allow the filling or alteration of up to one acre of wetland without mitigation if such filling or alteration is essential for public safety purposes as defined under state law.

SEC. 35-4103. NATURAL RESOURCE MEASUREMENT.

(a) **NATURAL RESOURCES MEASUREMENT.** All land area within a proposed development, site plan, subdivision plat, or condominium consisting of the natural resource features defined in this Division shall be accurately measured by the petitioner. The total square feet and acreage of each natural resource feature shall be multiplied by its respective "Natural Resource Protection Standard" as set forth in Table 35-4102.1. to determine the amount of each natural resource feature to be protected by a conservation easement. If two or more natural resource features are present on the same area of land, only the most restrictive natural resource protection standard shall be used.

SEC. 35-4104. NATURAL RESOURCE FEATURES MITIGATION.

(a) **INTENT OF MITIGATION.** The City of Moline recognizes that property owners, subdividers, or condominium developers may wish to develop in portions of those protected natural resource feature areas shown as eligible for mitigation in Table 35-4102.1. Provisions in this Division set forth the conditions for mitigation and mitigation standards for the various natural resource features for which mitigation is allowed under the provisions of Table 35-4102-1. The intent of these provisions is not to permit greater destruction of natural resource features than is permitted under the requirements of this Division for a typical property or development. This Division sets specific standards for use when the extent of the natural resources on a site and the use of the regulations would create a major hardship for said natural resource feature protection. Thus, mitigation is intended to be used instead of a variance request when severe hardships would result from the strict enforcement of the natural resource protection standards and requirements set forth in this Division.

(b) **OFF-SITE MITIGATION.** Off-site mitigation may be permitted if such off-site mitigation occurs within the same watershed as the natural resource feature, or property, being mitigated and follows the methods, requirements, standards, and/or criteria set forth under this Division. All permitted off-site mitigation shall occur within the corporate limits of the City of Moline.

SEC. 35-4105. STEEP SLOPES.

(a) **DEFINITION.** Three categories of steep slopes are defined herein for use in this Ordinance. These categories are based upon the relative degree of the steepness of the slope as follows:

- (1) Slopes of 20% to 30% inclusive.
- (2) Slopes greater than 30%.
- (3) No land shall be considered a steep slope unless the steep slope area has at least a 20% vertical drop and has a minimum area of 5000 square feet.

(b) **PURPOSE.** Steep slopes are particularly susceptible to damage resulting from site disruption, primarily related to soil erosion. Such damage is likely to spread to areas which were not originally disturbed. Such erosion reduces the productivity of the soil, results in exacerbated erosion downhill, and results in increased sedimentation in drainageways, wetlands, streams, ponds and lakes. Beyond adversely affecting the environmental functions of these resource areas, such sedimentation also increases flood hazards by reducing the flood water storage capacity of hydrological system components, thus elevating the flood level of the drainage system in

affected areas. Beyond these threats to the public safety, disruption of steep slopes also increases the likelihood of slippage and slumping – unstable soil movements which may threaten adjacent properties, buildings, and public facilities such as roads and utilities.

(c) **DETERMINATION OF PRESENCE.** Steep slopes are to be determined by using the following sources and/or methods in the order indicated below. If the first source is considered inaccurate or inappropriate, as determined by the zoning administrator, the succeeding source shall be used:

- (1) A topographic survey prepared by and certified by an Illinois registered land surveyor, at the petitioner's expense, at a contour interval of not less than 2 feet.
- (2) Topographic maps on file with the City of Moline.
- (3) U.S.G.S. 7.5-minute topographic quadrangle maps.

The area of steep slopes (in square feet or acres) shall be measured and graphically delineated on a topographic drawing and on the "Natural Resource Protection Plan." Such steep slope drawing shall graphically indicate those steep slope areas, by slope type, of the property pursuant to the "steep slope" definition set forth in this Section.

(d) **PROTECTION STANDARDS.** Steep slope areas shall be retained to the extent shown on Table 35-4102.1. Protected portions of steep slopes shall remain in an undisturbed state except for the land uses permitted per the requirements of Sec. 35-3420.

SEC. 35-4106. WOODLANDS AND FOREST.

(a) **DEFINITION.**

- (1) **Woodlands, young.** An area or stand of trees whose total combined canopy covers an area of one-half acre or more and at least 50% of which is composed of canopies of trees having a diameter at breast height (DBH) of at least three inches. However, no trees grown for commercial purposes shall be considered a young woodland.
- (2) **Woodlands, mature.** An area or stand of trees whose total combined canopy covers an area of one acre or more and at least 50% of which is composed of canopies of trees having a diameter at breast height (DBH) of at least 10 inches; or any grove consisting of eight or more individual trees having a DBH of at least 12 inches whose combined canopies cover at least 50% of the area encompassed by the grove. However, no trees grown for commercial purposes should be considered a mature woodland.
- (3) **Woodlands** include all tree species listed as large, deciduous trees and evergreen trees as listed in Appendix A.

(b) **PURPOSE.** Woodlands provide a wide variety of environmental functions. These include atmospheric benefits such as removing air-borne pollutants, carbon dioxide uptake, oxygen production, and evapotranspiration returns. Water quality benefits include substantial nutrient uptake rates (particularly for nitrogen and phosphorus) and surface runoff reduction in terms of both volumes and velocities. Woodlands provide unique wildlife habitats and food sources. Woodlands are excellent soil stabilizers, greatly reducing runoff-related soil erosion. Woodlands also serve to reduce wind velocities which further reduces soil erosion. Finally, under proper management techniques, woodlands serve as regenerative fuel sources.

(c) **DETERMINATION OF PRESENCE.**

- (1) The determination of woodland and forest boundaries shall be determined by using the following sources and/or methods in the order indicated below. If the first source is considered inaccurate or inappropriate by the zoning administrator the succeeding source shall be used:
 - a. A field survey of trees compiled at the petitioner's expense by a registered land surveyor and identified by a landscape architect, forester, arborist, or botanist with a professional degree in one of those fields of endeavor.
 - b. The most recent 1" = 400' (or higher resolution) aerial photographs prepared by the City of Moline.

- (2) Each woodland and forest area shall include the tree trunk and the area located within the drip line or tree canopy. The area of woodlands and forests (mature and young), in square feet or acres, shall be measured and graphically delineated on the "Natural Resource Protection Plan." Such woodland and forest area drawing shall indicate all woodland and forest areas of the property meeting the minimum size criteria established by the definitions of woodlands (mature and young) in this section. In cases where the drip line or canopy areas overlap, the areas of overlap shall only be counted once. In cases where drip line or canopy areas overlap property lines, the property line(s) are to be used as the boundary for the woodland or forest area, with only that portion of the drip line area located on the subject property counted toward the woodland or forest area. The location, size, and summary of species types of all healthy trees having a diameter at breast height (DBH) of 10 inches or greater that are located in woodland and forest areas within 25 feet of any proposed improvement and/or in woodland and forest areas to be demolished due to the placement of improvements or grading are to be graphically shown on the "Natural Resource Protection Plan" or submitted as a separate drawing. For the remaining undisturbed areas of the site whether they are mature or young woodlands is required. The "Natural Resource Protection Plan" shall include an estimate of the percentage of all healthy trees within each woodland or forest area that have a Diameter Breast Height (DBH) 10 inches or greater.

- (d) **PROTECTION STANDARDS.** Woodland areas shall be retained to the extent shown on Table 35-4102.1. Protected portions of woodlands shall remain in an undisturbed state except for the land uses permitted per the requirements of Sec. 35-3420.

- (e) **MITIGATION.** Woodlands and forest areas may be mitigated under either of the following two alternative requirements applicable to the mitigation of woodland and forest areas, except that the zoning administrator may approve different sizes and types of plantings in mitigation areas where site conditions or context warrant:
 - (1) **Alternative 1:**
 - a. Mitigation shall include the planting of 1.25 acres of new woodland/forest for every one acre of disturbed woodland/forest for which mitigation is required.
 - b. Mitigation shall include the replacement of woodlands/forests disturbed. Such mitigation shall consist of the planting of new woodland/forest areas, as specified above, using the following numbers of plants per acre of mitigated area:
 - 15 canopy trees, minimum 3.5-inch caliper*
 - 12 canopy trees, minimum 2-inch caliper
 - 250 canopy trees, minimum 4-foot high whips
 - 50 understory trees, minimum 5-foot high whips
 - 25 shrubs, minimum 12-inches high*Note: Each 3.5-inch caliper canopy tree may be substituted with two 1.5-inch caliper canopy trees.
 - c. All mitigation shall be in addition to landscaping required under Division 2 of Article V of this Code.

(2) **Alternative 2:**

- a. Mitigation shall include the planting of 1.50 acres of new woodland/forest for every one acre of disturbed woodland/forest for which mitigation is required.
- b. Mitigation shall include the replacement of woodlands/forests disturbed. Such mitigation shall consist of the planting of new woodland/forest areas, as specified above, using the following number of plants per acre of mitigated area:
 - 12 canopy trees, minimum 3.5-inch caliper*
 - 10 canopy trees, minimum 2-inch caliper
 - 200 canopy trees, minimum 4-foot high whips
 - 40 understory trees, minimum 5-foot high whips
 - 20 shrubs, minimum 12-inches high

*Note: Each 3.5-inch caliper canopy tree may be substituted with two 1.5-inch caliper canopy trees.
- c. All mitigation shall be in addition to landscaping required under Division 2 of Article V of this Code.

(3) The species of plants to be used in the mitigation of woodlands/forests shall be similar to those destroyed and a minimum mix of six species are to be planted. Acceptable species for woodland and forest mitigation are as indicated in Table 35-4106.1. No more than 80% of the total number of trees planted for mitigation purposes, however, shall be of any single species.

(4) The land upon which the mitigation is to take place shall be protected with a deed restriction and conservation easement as a permanent natural resource features conservation easement.

(5) No tree cutting or removal, after the adoption of this Code, shall reduce the woodland/forest natural resource features protection requirements of this Code.

**Table 35-4106.1.
TREE SPECIES FOR WOODLAND AND FOREST MITIGATION**

Species Common Name	Species Scientific Name
Sugar Maple	Acer saccharum
Bitternut Hickory	Carya cordiformis
Hackberry (Sugarberry)	Celtis occidentalis
Butternut	Juglans cinerea
Black Walnut	Juglans nigra
Eastern Hophornbeam	Ostrya virginiana
Black Cherry	Prunus serotina
White Oak	Quercus alba
Red Oak	Quercus borealis
American Basswood	Tilia Americana
American Elm	Ulmus Americana
Slippery Elm	Ulmus rubra

SEC. 35-4107. DRAINAGEWAYS.

- (a) **DEFINITION.** A course of running water, either perennial or intermittent, flowing in a channel.

(b) **PURPOSE.** Drainageways serve in the transporting of surface runoff to downstream areas. As such, drainageways serve to carry surface waters, supplement floodplain, wetland, and water storage functions in heavy storm or melt events, filter water-borne pollutants and sediments, promote infiltration and groundwater recharging, and provide a unique habitat at the land/water margin. Drainageway protection requirements preserve each of these functions as well as greatly reducing the potential for soil erosion along drainageways by protecting vegetative groundcover in areas which are susceptible to variable runoff flows and moderate to rapid water movement.

(c) **DETERMINATION OF PRESENCE.** Drainageways are to be determined by using the definition of "Drainageway" as set forth in Division 2 of Article I of this ordinance and the sources in the order indicated below. If the first source is considered inaccurate or inappropriate, as determined by the zoning administrator, the succeeding source shall be used:

- (1) A topographic survey prepared at the petitioner's expense by and certified by an Illinois registered land surveyor at a contour interval of not less than 2 feet.
- (2) Topographic maps on file with the City of Moline.
- (3) U.S.G.S. 7.5-minute topographic quadrangle maps.

The area of drainageways (in square feet and acres) shall be measured and graphically delineated on the "Natural Resource Protection Plan."

(d) **PROTECTION STANDARDS.** Drainageways shall be protected as indicated on Table 35-4102.1. Protected portions of drainageways shall remain in an undisturbed state except for the land use permitted per the requirements of Sec. 35-3420.

(e) **MITIGATION.** Drainageway mitigation may be permitted under the requirements of the Illinois State Statutes, and administrative rules promulgated by the Illinois Department of Natural Resources (IDNR). If such statute or rules do not provide sufficient guidance on required mitigation, the City shall require the preparation and submittal of a wetland mitigation plan by a professional wetland mitigation specialist, and the petitioner shall be responsible for all costs necessary for the City to conduct a professional review of the mitigation plan. In addition, a permit from the U.S. Army Corps of Engineers pursuant to the requirements of Section 404 of the Clean Water Act (33 U.S.C. 1344) and/or the IDNR shall be submitted to the City of Moline certifying that the filling has been approved and permitted by the Corps and/or IDNR. Alternatively, the applicant must obtain and provide to the City written correspondence from said agencies that a state or federal permit is not required, as a condition of City review.

SEC. 35-4108. SHORE BUFFERS.

(a) **DEFINITION.** All of the land area located within 75 feet inland of the ordinary high water mark of all ponds, streams, lakes, wetlands, and navigable high water mark of all rivers.

(b) **PURPOSE.** Shore buffers serve to protect land/water margins from erosion due to site disruption. Because of regular contact with wave action, currents, and runoff, such areas are highly susceptible to continuous, and in some cases, rapid erosion. Shore protection also provides a natural vegetation buffer which serves to reduce water velocities and wave energy, and filters significant amounts of water-borne pollutants and sediments. Shore buffers also promote infiltration and groundwater recharging, and provide a unique habitat at the land/water margin.

(c) **DETERMINATION OF PRESENCE.** Shore buffers are to be determined as the land within 75 feet of the ordinary high water mark of all navigable waters and parallel to that ordinary highwater mark, where required. Navigable waters are to be determined by using the definition of "Navigable Water" set forth in Division 2 of Article I and the sources in the order indicated below. If the first source is considered inaccurate or inappropriate, as determined by the zoning administrator, the succeeding source shall be used:

- (1) A topographic survey prepared at the petitioner's expense by and certified by an Illinois registered land surveyor at a contour interval of not less than 2 feet.
- (2) Topographic maps on file with the City of Moline.
- (3) U.S.G.S. 7.5-minute topographic quadrangle maps.

The area of shore buffers (in square feet and acres) shall be measured and graphically delineated on the "Natural Resource Protection Plan."

(d) **PROTECTION STANDARDS.** With the exception of the activities permitted below, shore areas shall remain in undisturbed state, except for the land uses permitted per the requirements of Sec. 35-3420.

(1) **Tree Removal.**

- a. **Purpose.** The intent and purpose of this subsection is to preserve the City's character as a natural wooded community, maintain property values by improving and preserving the aesthetic appeal of the City through tree regulations, preserve the natural resources of the City and State, reduce the amount of erosion in the City due to tree removal, protect the quality of the waters of the State and the City, and protect and promote the health, safety and welfare of the people by minimizing the amount of sediment and other pollutants carried by runoff to surface waters due to the erosion of land not protected by a naturally wooded environment.
- b. **Clear-Cutting Prohibition.**
 1. **Waterfront Shoreland Areas.** In a strip of land 35 feet wide inland from the bulkhead line, no more than 30 feet in any 100 feet shall be clear-cut. Where the lot is less than 100 feet, no more than 30% of this strip shall be clear-cut. Natural shrubbery shall be preserved as far as practicable and, where removed, it shall be replaced with other vegetation that is equally effective in retarding runoff, preventing erosion and preserving natural beauty.
 2. **Tree Preservation Area.** Except for circumstances identified under paragraph c., below, it is prohibited to remove any tree or cause any trees to be removed from the tree preservation area of each lot. During construction, no equipment movement, construction or placement of equipment or material storage shall be permitted in the tree preservation area.
- c. **Cutting Exceptions.**
 1. Trees may be removed from the building activities area. This area shall be as small as possible, including the entire area affected by building, grading, and temporary material storage areas. In no case shall the amount of trees with a 6-inch tree diameter removed within the building activities area exceed the following:
 - (a) 80% of the total of such trees on lots of 1/4 acre or less.
 - (b) 60% of the total of such trees on lots of 1/4 acre to one acre, except in the C-2 District.
 - (c) 40% of the total of such trees on lots of one acre to 2.5 acres, except in the C-2 District.
 - (d) 20% of the total of such trees on lots of 2.5 acres or more, except in the C-2 District.
 - (e) 10% of the total of such trees on all lots in the C-2 District.
 2. Trees removed in excess of the above will require a tree removal permit. Conditions under which a permit may be issued include, but will not be limited to, the following:
 - (a) The tree is dead, dying or diseased.

- (b) The tree is damaged or injured to the extent that it is likely to die or become diseased.
 - (c) The removal of the tree will enhance the tree preservation area and the health of the remaining trees.
 - (d) The removal of the tree will avoid or alleviate an economic hardship or hardship of another nature to the property or residences.
 - (e) The removal of the tree is consistent with good arboriculture practices.
- (2) **Replacement Trees.** When in keeping with good arboriculture practices, replacement trees shall be planted for all removed trees. They may be planted in the tree preservation area or in the building activities area after the initial construction activities are completed. All replacement trees shall be planted within 30 days of final grading or as soon as practicable thereafter as determined by the zoning administrator. The determination of good arboriculture shall be based on tree density and spacing of Table 35-4108.1.
- (3) **Penalties.** Any person violating any provision of this section shall be subject to a penalty per tree illegally cut or removed, which shall be determined by the assessed value of the trees removed. The assessed value shall be determined in accordance with the "Manual for Plant Appraisers," published by the Council of Tree and Landscape Appraisers, most recent edition. In addition, a replacement tree shall be planted, of equivalent caliper, to replace each tree cut illegally.

**Table 35-4108.1.
Shore Buffer Replacement Trees**

Small Trees: Trees which have an ultimate height of 20' to 30' and 15' to 25' spread. They should be planted 15' to 20' on center or roughly at a density of 115 trees per acre.			
▪ Apricot	▪ Hawthorne (sp)	▪ Plum, Purpleleaf	▪ Soapberry
▪ Crabapple, Flowering (sp)	▪ Lilac, Japanese Tree	▪ Redbud	▪ Pear, Bradford
	▪ Peach, Flowering	▪ Golden Chain Tree	▪ Serviceberry
Medium Trees: Trees which have an ultimate height of 30' to 50' and 30' to 40' spread. They should be planted 25' to 30' on center or roughly at a density of 30 trees per acre.			
▪ Ash, Green	▪ Linden or Basswood (sp)	▪ Oak, Red	▪ Osageorange (Thornless)
▪ Hackberry	▪ Mulberry, Red (fruitless, male)	▪ Pagodatree, Japanese	▪ Persimmon
▪ Honeylocust (Thornless)	▪ Oak, English	▪ Pecan	▪ Poplar
		▪ Birch	▪ Sassafras
Large Trees: Trees which have an ultimate height greater than 50' and over 40' spread. They should be planted 40' on center or roughly at a density of 25 trees per acre.			
▪ American Elm	▪ Kentucky Coffeetree	▪ Sugar Maple	▪ Sycamore
▪ Walnut	▪ Silver Maple	▪ Oaks	▪ Cottonwood

SEC. 35-4109. ISOLATED WETLANDS, LAKES AND PONDS.

(a) **DEFINITION.** Isolated wetlands are those areas where water is at, near, or above the land surface long enough to support aquatic or hydrophytic vegetation and which have soils indicative of wet conditions that are no longer under regulation by the Federal Clean Water Act administered by the U. S. Army Corps of Engineers (Corps). For "jurisdictional wetlands" under Corps regulation, please refer to the Rock Island Corps website: <http://www.mvr.usace.army.mil/>.

(b) **PURPOSE.** These provisions are intended to maintain safe and healthful conditions; prevent water pollution; protect wildlife habitat; manage flooding; protect personal property and real estate; and control building and development in wetlands no longer under regulation by the federal Clean Water Act administered by the Corps. When development is permitted in isolated wetland areas, the development should occur in a manner that minimizes adverse impacts upon the wetland.

(c) **DETERMINATION OF PRESENCE.** Wetland areas shall be determined at the petitioner's expense by a field survey and mapping of plant material by a botanist with a professional degree in either botany or biology. The area of wetlands (in square feet and acres) shall be measured and graphically delineated on the "Natural Resource Protection Plan."

(d) **PROTECTION STANDARDS.** Wetlands shall be protected as indicated in Table 35-4102.1. Protected portions of wetlands shall remain in an undisturbed state except for the land use permitted per the requirements of Sec. 35-3420.

(e) **MITIGATION.** Wetlands mitigation may be permitted under the requirements of the Illinois State Statutes, and administrative rules promulgated by the Illinois Department of Natural Resources (IDNR) under that Section. If such statute or rules do not provide sufficient guidance on required mitigation, the City shall require the preparation and submittal of a wetland mitigation plan by a professional wetland mitigation specialist, and the petitioner shall be responsible for all costs necessary for the City to conduct a professional review of the mitigation plan. In addition, a permit from the U.S. Army Corps of Engineers pursuant to the requirements of Section 404 of the Clean Water Act (33 U.S.C. 1344) and/or the IDNR shall be submitted to the City of Moline certifying that filling has been approved and permitted by the Corps and/or IDNR. Alternatively, the petitioner must obtain and provide to the City written correspondence from said agencies that a state or federal permit is not required, as a condition of City review.

DIVISION 2. INFRASTRUCTURE AND PUBLIC IMPROVEMENT STANDARDS

SEC. 35-4200. PURPOSE AND INTENT.

The infrastructure and public improvement standards of this division establish requirements for designing and installing infrastructure and improvements in all developments. These standards are intended to:

- (1) Protect the public health, safety and welfare;
- (2) Promote the orderly growth and development of the City; and
- (3) Ensure the timely and coordinated provision of required transportation improvements, utilities and other public facilities and services to new subdivisions and developments.

SEC. 35-4201. APPLICABILITY.

The infrastructure and public improvement standards of this division apply to any activity that requires one or more of the following permits or approvals:

- (1) Minor Subdivision (see Sec. 35-2108);
- (2) Major Subdivision (see Sec. 35-2209);
- (3) Site Plan Review (see Sec. 35-2105);
- (4) Planned Unit Development (see Sec. 35-2205);
- (5) Special Use Permit (see Sec. 35-2206); or

- (6) Building Permit (see Sec. 35-2103) for a principal structure or principal use.

SEC. 35-4202. REGULATIONS AND POLICIES.

All developments must be designed and laid out in accordance with:

- (1) The Comprehensive Plan;
- (2) All applicable City ordinances, including this Zoning and Land Development Code; and
- (3) All applicable laws and regulations of the federal government and the State of Illinois.

SEC. 35-4203. SUITABILITY FOR DEVELOPMENT.

Development approval may be withheld for land on which there is evidence of harmful or hazardous conditions until a plan sufficient to alleviate the identified hazard has been submitted by the applicant and approved by the City. Harmful or hazardous conditions may be due to flooding, poor drainage, steep slopes, adverse soil conditions, or other features that will be harmful or hazardous to the health safety, and general welfare of the inhabitants of the development or surrounding areas.

SEC. 35-4204. REQUIRED INFRASTRUCTURE AND PUBLIC IMPROVEMENTS.

(a) Developers are responsible for the construction and installation of infrastructure and public improvements, in accordance with the standards of this Code. Such infrastructure and improvements include but are not limited to the following:

- (1) Survey monuments;
- (2) Streets within the development and improvements to existing streets that border the development;
- (3) Sidewalks;
- (4) Water distribution and wastewater collection systems;
- (5) Grading, surface drainage and erosion control measures;
- (6) Stormwater management improvements;
- (7) Utilities; and
- (8) Any other on- or off-site infrastructure or improvements required by this Code or required at the time of subdivision plat, site plan, PUD, special use permit or other development approval.

(b) If a developer files a final plat or site plan for only a portion of development for which a preliminary plat or overall development plan was approved, the infrastructure and improvements required to be constructed, installed, and maintained are those improvements that the City engineer determines to be necessary to serve the lots shown on the final plat or site plan.

(c) All improvements must be designed and installed so as to provide for a logical inter-connected system of infrastructure and to create continuity of improvements for the development of adjacent properties.

(d) Upon installation and construction of all required infrastructure and improvements, the developer may seek acceptance of improvements to be dedicated to the public by submitting to the City engineer the required number of as-built (record) plans. In addition, the developer must provide a statement signed by an Illinois licensed

registered professional engineer indicating that all required improvements have been installed and constructed in accordance with the submitted as-built plans.

(e) The developer is responsible for maintenance of all required infrastructure and improvements, including rights-of-way, to the standards of this Code until such time as the City, another unit of government, a property owners association, lot owner, or other legal entity assumes formal, legal responsibility for maintenance of the infrastructure and improvements. Final plats must include the developer's signed and notarized acknowledgement of this responsibility.

(f) It is the subdivider's responsibility to notify the appropriate public utilities. Proof of notification shall be submitted with the preliminary plat to the City for City approval.

SEC. 35-4205. OFFICIAL MAP.

The documents that make up the City's official map must be adopted by the City Council and filed in the office of the City clerk. The official map is made part of this Code by reference. The Comprehensive Plan and other adopted plans and studies serve as the City's Official Map.

SEC. 35-4206. DEDICATIONS AND RESERVATIONS.

(a) **Dedications.** Land must be dedicated for public street rights-of-way within the development and for public street rights-of-way that abut the development.

(b) **Reservations.** Besides requiring that developers dedicate land for public street rights-of-way, developers may also be required to reserve lands identified on the Official Map for possible acquisition by the City or other public agency. Land may not be required to be reserved for more than 12 months.

SEC. 35-4207. EASEMENTS.

Easements must be provided by the developer when the City engineer determines that such easements are necessary to accommodate utilities, drainage facilities (surface or subsurface), best management practices, pedestrian access, emergency vehicle access or other required improvements. The City engineer is authorized to establish the location and size of easements.

SEC. 35-4208. ENGINEERING AND CONSTRUCTION SPECIFICATIONS.

All infrastructure and public improvements must be constructed in accordance with the most recent edition of the following:

- (1) City of Moline Supplemental Specifications, which govern in the case of conflict with any of the specifications contained in the manuals referred to in Sec. 35-4208(1) through Sec. 35-4208(9). These Supplemental Specifications are available for public inspection in the office of the City engineer or online;
- (2) IDOT's Standard Specifications for Road and Bridge Construction, including the Supplemental Specifications and Recurring Special Provisions;
- (3) IEPA's Recommended Standards for Sewage Works and Design Criteria for Pressure Sewer Systems;
- (4) The Federal Highway Administration's Manual on Uniform Traffic Control Devices;
- (5) American Association of State Highway and Transportation Officials' A Policy on Geometric Design of Highways and Streets ("Green Book");

- (6) The American Society for Testing and Materials' Manual of Test Procedures of Materials;
- (7) The Association of Illinois Soil and Water Conservation Districts' Procedures and Standards for Urban Soil Erosion and Sedimentation Control in Illinois ("Green Book");
- (8) IEPA'S Standards and Specifications for Soil Erosion and Sediment Control ("Yellow Book"); and
- (9) The Illinois Society of Professional engineers' Standard Specifications for Water & Sewer Main Construction in Illinois.

SEC. 35-4209. PERFORMANCE GUARANTEES AND SECURITY.

(a) **PURPOSE.** Performance guarantee and security requirements are established for the purpose of ensuring that developers properly install infrastructure and improvements required by this Code in a timely manner, in accordance with approved plans.

(b) **TERM OF AGREEMENT.** The term of a performance guarantee may not exceed 2 years. If the developer has not completed the required infrastructure and public improvements within the 2-year period, the City engineer is authorized to approve one extension of up to 6 months in duration. Any additional extensions or extensions of a longer duration require approval of the plan commission. Decision-making bodies are authorized to require updated improvement cost estimates and additional security as a condition of any extension granted.

(c) **FORM AND AMOUNT OF SECURITY.**

- (1) Security must be in the form of an irrevocable letter of credit, cash or other instrument readily convertible to cash, which includes, but is not limited to, a performance bond, as approved by the City attorney. The performance guarantee and security must be conditioned upon the performance of all work necessary to complete the required infrastructure and improvements. Said Security must be posted with the City clerk. Suggested language for such security may be found in the written administrative policies and supplemental procedures pertaining to the processing of subdivision applications maintained by the zoning administrator.
- (2) The estimated total cost of required infrastructure and improvements must be itemized by improvement type and certified by the developer's Illinois licensed registered professional engineer. Cost estimates must be based on industry norms within Moline.
- (3) The amount of the performance guarantee must equal at least 110% of the estimated total cost of the required infrastructure and improvements, plus all required inspection fees.
- (4) No personal shall be eligible to act as surety unless such person has been approved by the State of Illinois to act as a surety on public works improvements.

(d) **DEFAULT AND USE OF SECURITY.** If the developer fails to properly install required infrastructure and improvements within the term of the guarantee and any approved extension, the guarantee will be deemed in default. In the case of default, the City is authorized to foreclose upon the security funds to fund completion of the required infrastructure and improvements or to contract for installation of the required infrastructure and improvements. If the cost of completing the required infrastructure and improvements exceeds the security amount, the developer is liable for payment of all excess costs. Any foreclosed security funds will be subject to an administrative fee that reflects the City's actual costs associated with preparing bid documents and preparing and administering a contract for the work to be completed.

(e) **RELEASE OF SECURITY.** The security must be released once all of the following occur:

- (1) The conditions of the performance guarantee have been completed to the satisfaction of all agencies with jurisdiction over the improvements.
- (2) Any required maintenance guarantee has been provided in accordance with Sec. 35-4210;
- (3) A final inspection has been conducted by the City engineer or other qualified professional selected by the City engineer and retained by the developer;
- (4) Written evidence has been submitted that all owners of the infrastructure and improvements have accepted ownership of the improvements and have assumed responsibility for maintenance;
- (5) The developer has provided as-built plans showing monuments, streets, curbs, sidewalks and all other infrastructure and public improvements as they were installed; and
- (6) All required certifications of completion have been provided.

SEC. 35-4210. MAINTENANCE GUARANTEES AND SECURITY.

(a) **PURPOSE.** Maintenance guarantees and security are required for the purpose of ensuring that infrastructure and public improvements are properly constructed and remain in sound condition for a reasonable period of time after construction or installation.

(b) **TIMING.** A maintenance guarantee and required security must be in place before any required performance security is released.

(c) **TERM OF AGREEMENT.** The maintenance guarantee agreement must run and be in force for a term of at least one year from the date of release of the performance security.

(d) **AGREEMENT.** Required maintenance guarantees must stipulate that the developer guarantees the satisfactory condition of required infrastructure and improvements for the term of the maintenance guarantee and agrees to correct any defects that may arise during the term of the maintenance agreement.

(e) **AMOUNT OF SECURITY.** The amount of the maintenance security must be at least 20% of the total cost of all required infrastructure and improvements. The estimated cost of the required improvements must be itemized and certified by the developer's Illinois licensed registered professional engineer. Cost estimates must be based on industry norms within Moline.

(f) **USE OF SECURITY.** If required infrastructure and improvements are found to be defective, the City may perform the replacement or repairs utilizing the maintenance security to fund the work. Prior to performing required repairs or replacement, the City engineer must notify the developer by certified mail of the intent to utilize the maintenance guarantee security. If the developer has not performed the maintenance within 90 days of the date that notice is mailed, the City is authorized to take the steps necessary to perform the work and utilize the maintenance guarantee security to fund the work. If the cost of repairs/replacement exceeds the security amount, the developer is liable for payment of all excess costs.

(g) **RELEASE OF SECURITY.** All remaining security funds must be released at the end of the guarantee period.

SEC. 35-4211. MAINTENANCE OF COMMON AREAS AND PRIVATE IMPROVEMENTS.

(a) **Establishment of Legal Entity.** The perpetual maintenance of any common areas and private improvements (e.g., streets, stormwater facilities, open space, recreational facilities, or other infrastructure or improvements) within a development must be provided for by a legal entity that is established by the developer and approved by the decision-making body.

(b) **Property Owners Association.** If multiple property owners will be responsible for perpetual maintenance and control of common areas and private improvements within a development, a property owners association must be established.

(c) **Deed Restriction.** If the entire development is to remain under single ownership or if a trust or other legal entity is established for ownership and maintenance, the developer must file a deed restriction with the county recorder of deeds providing for the legal entity to be responsible for ownership and perpetual maintenance of common areas and private improvements.

(d) **Declarations and Covenants.** Decision-making bodies are authorized to require the establishment of declarations and covenants within property owner's association documents guaranteeing ongoing maintenance of common areas and private improvements. Among the declarations and covenants that may be required are provisions authorizing the City to correct maintenance deficiencies and to recover actual costs and any legal fees from the subject property owners in the event that maintenance duties are not carried out. The City may also require City approval before any amendments are made to the declarations and covenants.

(e) **Documentation.**

(1) Documents providing for the establishment of the legal entity and any required declarations and covenants must be submitted to the City attorney before approval and recordation of any required final plat. If a plat is not required, required documents must be submitted to the City attorney before approval of required building permits.

(2) The City's review is limited to ensuring that the legal entity has clear legal authority to maintain and exercise control over the common areas and facilities, including the power to compel contributions from property owners to cover their proportionate share of the costs associated with the maintenance of the common areas and facilities.

SEC. 35-4212. LOTS.

(a) **General.**

(1) The size, shape and orientation of lots must comply with applicable zoning district regulations, be appropriate for the location, topography and physical features present and be of sufficient size to accommodate an adequate buildable area and area for required setbacks, off-street parking, and service facilities required by the type of use and development proposed.

(2) Minimum lot area, lot dimensions, and building setbacks must conform to applicable zoning district requirements.

(3) Side lot lines must be at or approximately at right angles (within 80 to 100 degrees) to street right-of-way lines or radial to curved street right-of-way lines.

(b) **Flag Lots.**

(1) The creation of flag lots is prohibited, except that flag lots may be approved when the authorized decision-making body determines that a flag lot is necessary to address one or more of the following circumstances:

a. To avoid direct access onto a major street;

b. When a property owner demonstrates that, because of the irregular shape of a tract or its difficult topography or for some other substantial reason, the creation of a flag lot is reasonably necessary to avoid extreme hardship to the property owner and can be accomplished without creating substantial adverse effects on neighboring properties or the public health or safety;

c. When a flag lot would provide greater protection of natural resources areas; or

- d. To help hide or conceal utility buildings/substations, or radio, television or telecommunication towers.
- (2) A flag lot may not be created if the effect is to increase the number of access points onto a major street.
 - (3) A flag lot may be used only for a single-family detached dwelling (including any uninhabited accessory structures); a utility; or a radio, television, or telecommunication tower (when permitted by zoning).
 - (4) The flagpole section of the flag lot may not exceed 200 feet in length.
 - (5) The flagpole section of the lot must have a minimum width of at least 20 feet for its entire length.
 - (6) Use of a single driveway to serve abutting flag lots or to serve a flag lot and an abutting conventional lot is permitted and encouraged. In the latter case, the preferred location for the driveway is on the flagpole portion of the flag lot, with the conventional lot granted an access easement over the flagpole portion of the lot.
- (c) **Lot Access.** Land must be subdivided in such a way that each lot abuts a street that complies with the standards of this Code.
 - (d) **Access to Arterial Streets.** If a property with frontage along an arterial street is proposed to be subdivided or developed, decision-making bodies are authorized to restrict access to the arterial street and require one or more of the following:
 - (1) The subdivision of through lots that they back onto the arterial street and front onto and take access from a parallel street, coupled with the installation of a fence, wall or vegetative screening along the arterial street frontage;
 - (2) Provision of and access to a frontage road separated from the arterial street; or
 - (3) A cross-access easement provided by the owner of subject property to adjoining properties that front on the same arterial street.
 - (e) **Unbuildable Lots.** This code recognizes that it may occasionally be in the public interest to create lots that will not be built upon. Such lots may be used as common areas for stormwater detention, common recreation, private rights-of-way or other similar purposes, subject to the common area maintenance provisions of Sec. 35-4211. If declared unbuildable by means of restrictive covenants or other recorded legal document approved by the City attorney, unbuildable lots are exempt from the lot regulations of this section (Sec. 35-4212).

SEC. 35-4213. BLOCKS.

- (a) Blocks must have a width that accommodates two rows of lots, except when reverse frontage along major streets is provided or where prevented by topographic conditions, property size or location next to railroad or water body.
- (b) Blocks must be laid out in a pattern that ensures the connectivity of streets, provides for efficient provision of public and safety services and establishes efficient and logical routes between residences, nonresidential destinations and public gathering places.
- (c) To provide multiple motorized and nonmotorized travel routes within and between neighborhoods, blocks along local and collector streets in residential subdivisions may not exceed 660 feet in length. Decision-making bodies are authorized to allow longer block lengths in nonresidential and low-density residential subdivisions or when topography, natural resources or other physical constraints make short block lengths

undesirable or impractical. Decision-making bodies are authorized to condition the allowance of longer block lengths on the provision of emergency vehicle access routes, mid-block pedestrian connections (easements), crosswalks and other access features that provide safe and convenient motorized and non-motorized access to schools, playgrounds, shopping areas, transportation routes and other community facilities. Block lengths are measured from street centerline to street centerline.

(d) Block lengths along arterial streets must be at least 660 feet in length. Streets that intersect with arterial streets must be spaced in a manner that provides adequate connectivity between neighborhoods, but also maintains the capacity of the street for the safe and efficient movement of traffic. Longer block lengths may be required along high capacity or higher speed arterial streets where the interests in moving traffic outweigh the connectivity between areas of development. Decision-making bodies are authorized to approve shorter block lengths in areas with high pedestrian counts.

SEC. 35-4214. STREETS AND NONMOTORIZED TRANSPORTATION FACILITIES.

(a) **General Principles.** Developments must be designed to create an integrated system of streets and nonmotorized transportation facilities that provide for safe and efficient access to lots and movement of people within and to and from the proposed development.

(b) **General Design Criteria.** The general design criteria for streets are stated in Table 35-4214-1. The precise minimum right-of-way and overall pavement width will be established at the time of development approval, based on the City of Moline Supplemental Specifications; topography; drainage and utility improvements; and other transportation design criteria, including the need for medians, turn lanes, and bicycle/nonmotorized transportation facilities.

Table 35-4214-1: Street Design Standards

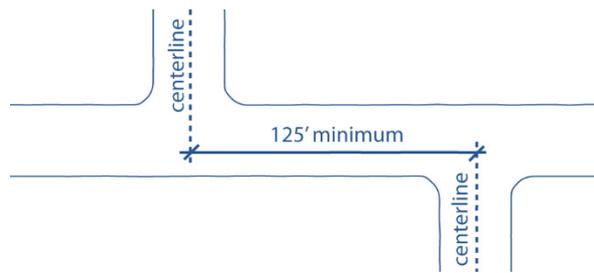
Type	Minimum ROW Width (feet)	Min. Travel Lane Width (feet)	Min. Gutter Width (feet)	Min. Parking Lane Width (feet)	Maximum Grade (%)
Arterial, Major	100	12	2	NA	6
Arterial, Minor	80	12	2	NA	6
Collector					
No on-street Parking	60	12	2	NA	10
On street parking-1 side	60	12	2	9	10
On-street parking-2 sides	60	12	2	9	10
Local					
No on-street parking	50	11	1.5	NA	10
On street parking-1 side	50	11	1.5	8	10
On-street parking-2 sides	50	11	1.5	8	10
Alley	20	18	NA	NA	10

(c) **Private Streets.**

(1) Private streets are prohibited unless expressly approved as part of a planned unit development (PUD).

- (2) A private street is not and may not be dedicated for public use, but may be allowed to provide access to lots within a PUD when ownership and maintenance of the street is guaranteed in accordance with Sec. 35-4211.
- (3) Private streets must be designed and constructed in accordance with the same standards that apply to public streets unless a waiver or modification of this requirement is approved at the time of PUD approval.
- (d) **Pavement.** All streets must be paved in accordance with IDOT's Standard Specifications for Road and Bridge Construction and the City of Moline's Supplemental Specifications.
- (e) **Half Streets.** Half streets are prohibited. If an existing half street abuts the tract to be developed, the other half of the street must be dedicated and constructed as part of the subject development.
- (f) **Reserve Strips.** Reserve strips that work to prohibit or control access to streets are prohibited.
- (g) **Curb and Gutter.** Concrete curb and gutter must be provided along the outside edge of all street pavements. Rollover curbs are prohibited. See the City of Moline's Supplemental Specifications.
- (h) **Traffic Calming Features.**
 - (1) Local streets, block length, and lot layouts must be designed to discourage speeding traffic and unsafe driving behavior.
 - (2) In order to minimize the potential for speeding traffic and create a safer environment for nonmotorized modes of transportation, the City engineer and plan commission is authorized to require traffic calming features to be designed into developments. These features may include, but are not limited, to discontinuous streets, curb extensions, raised crosswalks, medians, traffic circles, signage and other traffic control devices.
- (i) **Intersections.**
 - (1) **Number of Streets.** No more than two streets may intersect at any single point.
 - (2) **Angle.** Streets must be laid out to intersect at an angle of no less than 80 degrees and no more than 100 degrees. All oblique angle streets must be curved approaching an intersection and must be approximately at right angles with the intersection for a distance of at least 100 feet from the intersection.
 - (3) **Alignment.** Proposed new intersections along one side of an existing street must align with any existing intersections on the opposite side of such street. Street jogs with centerline offsets of less than 125 feet are prohibited except when the intersected street has divided lanes without median breaks at either intersection. Intersections involving collector or arterial streets shall be at least eight hundred (800) feet apart.

Figure 35-4214-1: Minimum Street Jog Illustration:



- (4) **Curb Radii.** The minimum curb radius at the intersection of two local streets is 15 feet. The minimum curb radius at all other intersections is 30 feet.
- (5) **Grade.** Intersections must have minimum grade of 0.5% and a maximum grade of 2% for a distance of at least 60 feet from the nearest right-of-way line of intersecting streets.
- (6) **Pedestrian Access Routes.** All pedestrian access routes at intersections must comply with the Illinois Accessibility Code.
- (7) **Cross-Slope.** The cross slopes of all streets, including intersections, may not exceed 3%.
- (8) **Vision Clearance.** Street intersections must be designed to comply with the visibility triangle requirements of Sec. 35-5210 and applicable IDOT and City of Moline vision clearance requirements.
- (j) **Horizontal Curves.** Horizontal curves must comply with the minimum radii of Table 35-4214-2, as measured along street centerlines:

Table 35-4214-2: Horizontal Curve Radii

Street Type	Minimum Horizontal Curve Radius
Arterial	500
Collector	300
Local	125
Alley	100

- (k) **Reverse Curves.** A tangent of at least 50 feet in length must be introduced between reverse curves on local streets. A tangent of at least 100 feet in length must be introduced between reverse curves along all other (non-local) streets.
- (l) **Vertical Curves.** Vertical curve lengths must comply with IDOT standards.
- (m) **Connectivity of Streets and Nonmotorized Transportation Improvements.**
 - (1) Each development must contribute to the larger interconnected street pattern of the City to ensure street connectivity between neighborhoods, multiple travel routes resulting in the diffusion and distribution of traffic, efficient routes for public and emergency services, and to provide direct and continuous vehicular and pedestrian travel routes to neighborhood destinations. To that end, streets and nonmotorized transportation improvements must connect to other similar improvements within the development and be extended to the outer perimeter of the development.

- (2) Cul-de-sacs will be considered where it can be clearly demonstrated that environmental constraints, existing development, access limitations along arterial streets, or other unusual features prevent the extension of the street to the property line or to interconnect with other streets within or abutting the subdivision.

- (n) **Dead-End Streets.**

- (1) **Temporary Dead-End (“Stub”) Streets.** Temporary turnarounds may be required at the end of stub streets that are intended for extension when a subsequent phase of development is completed or when the abutting property is developed.
 - a. At the time that the street is extended or a connection is made, the temporary turnaround must be removed in accordance with the terms of the performance guarantee.
 - b. Stub streets must be clearly marked on plats and labeled “Future Street Extension.” In addition, a sign must be posted on the stub street right-of-way indicating that it is intended as a “Future Street Extension.”
 - c. The following notation must be incorporated into any plat showing a stub street: THIS RIGHT-OF-WAY IS PLATTED WITH THE INTENT OF BEING EXTENDED AND CONTINUED IN ORDER TO PROVIDE INGRESS AND EGRESS TO AND FROM ADJOINING PROPERTIES.

- (2) **Permanent Dead-End Streets.**
 - a. Permanent dead-end streets may be approved only when decision-making bodies determine that a through street is not necessary or desirable because of the absence of abutting developable land, topography, the presence of sensitive natural resources, or potential land use conflicts. All approved permanent dead-end streets must be designed as cul-de-sacs, loop streets or other alternative approved by the City engineer.
 - b. The minimum required radius of the pavement of a cul-de-sac bulbs or loop streets is 40 feet.
 - c. Medians with a minimum width of 30 feet are required for loop streets. Medians must be landscaped in accordance with the general yard landscaping requirements of Sec. 35-5206. Such areas are subject to the common area maintenance provisions of Sec. 35-4211.
 - d. Cul-de-sacs may not exceed 660 feet in length, measured from the center point of the turnaround, to the nearest edge of the right-of-way of the nearest intersecting street.
 - e. Decision-making bodies are authorized to condition the allowance of permanent dead-end streets on the provision of supplemental emergency vehicle access routes and a pedestrian access easement from the terminus of the cul-de-sac or other dead-end street.

SEC. 35-4215. DEVELOPMENT ON SUBSTANDARD STREETS.

(a) When development is proposed to access existing streets that do not meet City standards for right-of-way, surfacing or other street improvements, the granting of development approval may be conditioned on the developer dedicating the needed right-of-way and (1) making the necessary improvements to bring the street segment that abuts the property up to City standards or (2) contributing toward the construction costs of bringing the street segment that abuts the property up to City standards. Developers may be required to make dedications and improvements only to the extent that the City determines that the need for such dedications and improvements are specifically and uniquely attributable to the proposed development. If needed right-of-way is determined to not be specifically and uniquely attributable to the proposed development, the City may require that the land be reserved in accordance with Sec. 35-4206(2).

(b) The following provisions govern in interpreting the phrase “specifically and uniquely attributable”:

- (1) Local streets are streets that provide access to abutting properties and carry insignificant amounts of through traffic. Therefore, up to 100% of the entire cost of upgrading a local street to City standards for that segment of the street that abuts the subject property may be determined to be specifically and uniquely attributable to the proposed development.
- (2) Collector streets are streets that collect traffic from a neighborhood and direct it to and from arterial streets. The function of a collector street is 50% access to abutting property and 50% through traffic. Therefore, no more than 50% of the entire cost of upgrading a collector street to City standards for that segment of the street that abuts the subject property may be determined to be specifically and uniquely attributable to the proposed development.
- (3) Arterial streets have the primary function of carrying traffic through and between neighborhoods and throughout the City and region. The function of an arterial street is 25% access to property and 75% through traffic. Therefore, no more than 25% of the entire cost of upgrading an arterial street to City standards for that segment of the street that abuts the subject property may be determined to be specifically and uniquely attributable to the proposed development.

SEC. 35-4216. STREET LIGHTS.

The City engineer is authorized to require the installation of street lights along public and private streets at the time of development. The location and type will be determined during the development review process based on guidelines established in the American National Standard Practice for Roadway Lighting (ANSI/IESNA RP-8-00).

SEC. 35-4217. STREET SIGNS AND TRAFFIC CONTROL DEVICES.

The City engineer is authorized to require traffic and warrant studies, and based on such studies, require the installation of street signs and traffic control devices at the time of development. All street signs, traffic control devices and related apparatus must comply with the Manual on Uniform Traffic Control Devices.

SEC. 35-4218. SIDEWALKS.

(a) Sidewalks must be installed on both sides of all public and private streets, except in cases where sidewalks are not allowed by IDOT. Decision-making bodies are authorized to require the installation of sidewalks in other locations, such as at the end of permanent dead-end streets through private property when they determine that such sidewalks will create a logical and well connected pedestrian circulation system.

(b) Sidewalks must have a minimum width of five feet or the width of the sidewalk to which they will connect, whichever is greater, except when a sidewalk will provide a connection between existing sidewalks that are less than the required width, the new sidewalk connection may be constructed to match the width of the adjacent sidewalks. This modification is not allowed in cases where one end of the new sidewalk will provide a connection to future sidewalks for new development. In such cases, the new sidewalk may be tapered to provide a transition between differing sidewalk width sections. The City engineer is authorized to determine where along the sidewalk this taper should occur.

(c) For property being subdivided, sidewalks must be installed before approval of the final subdivision plat, the cost of installation must be included in the performance guarantee approved in accordance with Sec. 35-4209. For all other development, sidewalks must be installed prior to issuance of the occupancy permit.

(d) Sidewalks must be located one foot inside the right-of-way line or in an alternative location approved by the City engineer.

(e) All sidewalks must be constructed in accordance with the City of Moline Supplemental Specification.

(f) All sidewalks and ramps at intersections must comply with the Illinois Accessibility Code.

SEC. 35-4219. TRAILS.

Where a trail extension, as identified in the comprehensive plan or an adopted trails plan, is located on the subject property, the City may require that an easement be provided for the trail.

SEC. 35-4220. WATER.

(a) Developers are responsible for providing a complete water supply and distribution system for the entire development, including hydrants, valves and all other appurtenances.

(b) The water supply distribution system must be extended into and through the entire development to the boundary lines of the subject property in order to provide for extension by adjoining properties. Whenever a water main is extended, it must be extended across the entire frontage of the property being developed and it must be connected to any other mains that front on or abut the subject development to provide for looping of the water system.

(c) Project specific tap-on assessment fees may apply as set forth in Chapter 34 of the Code of Ordinances.

(d) The developer's engineer must calculate expected fire flow requirements for the proposed development based in accordance with the Uniform Fire Code. Anticipated demand for water by "downstream" properties must also be taken into consideration when determining the size of pipe to be installed.

(e) Individual water service connections within single-family residential subdivisions must be extended from the water main to within one foot of the lot line of each lot with an approved corporation and curb box and clearly marked with a fence post or similar material to identify their location.

(f) Upon written request to the water superintendent, the City will perform fire flow tests on existing water mains to be extended and provide the data to the developer's engineer.

(g) Fire hydrants must be installed by the developer in accordance with standard engineering practice at intervals of not more than 400 feet for residential development, and not more than the maximum interval specified by the Uniform Fire Code for nonresidential use.

SEC. 35-4221. DRAINAGE AND STORMWATER MANAGEMENT.

Drainage and stormwater management improvements must be coordinated with existing and planned improvements in order to form an integrated areawide system. The drainage and stormwater management system must be separate and independent of the sanitary sewer system and comply with the standards of Chapter 34 of the Code of Ordinances. Required drainage and stormwater management improvements may include adequate drains, swales, bioretention areas, culverts, storm sewers, intakes, manholes, and detention facilities. An erosion and sedimentation control plan, in accordance with Chapter 34, must be submitted to and approved by the City engineer before any earth-disturbing activity occurs.

SEC. 35-4222. SANITARY SEWER.

(a) Whenever a lot or tract proposed for development is within 300 feet of an existing publicly owned sewer main or other collection system, the developer is responsible for establishing a connection to such public sewer and for providing a complete sanitary sewer system, including stubs, for the entire development.

(b) The sanitary sewer system must be extended to the development boundaries, as necessary to provide for the extension of the sanitary sewer to adjacent property, as determined by the City. Whenever a sanitary sewer main is extended, it shall be extended across the entire frontage or frontages of the property to be improved by the extension unless the City has determined, because of land contours or the presence of other mains, that no other property can be technically or needs to be served by such an extension.

(c) Project specific tap-on assessment fees may apply as set forth in Chapter 34 of the Code of Ordinances.

(d) The use of individual sewage disposal systems requires approval of a waiver or modification in accordance with Sec. 35-2211.

SEC. 35-4223. UTILITIES.

(a) Developers shall make all necessary arrangements with the respective utility providers for the installation of utilities, including gas, electrical, and communications service.

(b) All new utility installations must be placed underground within a dedicated easement or public right-of-way, except that the requirements for underground utilities do not apply in the following instances:

- (1) Temporary overhead utility lines used in connection with construction, but only during periods of construction;
- (2) Service connections, meters, and similar equipment that are customarily attached to the outside wall of the premises they serve;
- (3) Poles used exclusively for street lighting;
- (4) Electric distribution transformers, switch gear, meter pedestals, and telephone pedestals that are customarily installed above-ground, provided that landscaping is provided around ground-mounted equipment; and
- (5) Utilities located on land in an I-2 (General Industrial) zoning district are not required to be installed underground.

(c) No underground water, electric, gas, communication service or other similar utility may be placed within a storm or sanitary sewer easement, except for crossings, unless expressly approved by the City engineer.

SEC. 35-4224. SURVEY MONUMENTS.

Permanent survey monuments must be placed in all subdivisions by a licensed surveyor, as follows:

- (1) Concrete cylinders or rectangular prisms at least 4 inches in diameter or square at least 42 inches in length must be set at the extreme corners of subdivisions.
- (2) Steel pins at least 0.5 inches in diameter and at least 30 inches in length must be set at locations in accordance with the Plat Act. Pins must have a survey marker cap showing the land surveyor's registration number.
- (3) Any monuments disturbed by construction or grading must be reset.”

Section 5 – That this ordinance shall be in full force and effect from and after passage, approval, and if required by law, publication in the manner provided for by law.

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____
City Clerk

Approved as to Form:

City Attorney