



# MOLINE CITY COUNCIL AGENDA

Tuesday, March 6, 2012

6:30 p.m.

(immediately following the Committee-of-the-Whole meeting)

City Hall

Council Chambers – 2<sup>nd</sup> Floor

619 16th Street

Moline, IL

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**CONSENT AGENDA**

All items under the consent agenda are considered to be routine in nature and will be enacted by one motion. There will be no separate discussions of these items unless a council member so requests, in which event the item will be removed from the consent agenda and considered as the first item after approval of the consent agenda.

COUNCIL MEMBER	PRESENT	ABSENT
Knaack		
Meredith		
Raes		
Ronk		
Turner		
Schoonmaker		
Liddell		
Acri		
Mayor Welvaert		

**APPROVAL OF MINUTES**

Committee-of-the-Whole and Council meeting minutes of February 28, 2012.

**SECOND READING ORDINANCES**

**1. Council Bill/General Ordinance 3009-2012**

An Ordinance amending Chapter 3, “ADVERTISING AND SIGNS,” of the Moline Code of Ordinances.

**EXPLANATION:** This ordinance will update the City’s sign code with relation to digital/dynamic signs as recommended by the Plan Commission. The amendment will allow more frequent message changes, will retain current limitations on animated displays, and will create new standards for placement, size, quantity, and illumination. Regulations for minimum dwell time and animation will apply to all dynamic display signs, including pre-existing digital signs that are programmable. The amendment also includes allowances for conversion of certain existing billboards from static to 100% digital displays.

**FISCAL IMPACT:** N/A

**PUBLIC NOTICE/RECORDING:** Notice to affected businesses via letter and community via press release and City website.

**RESOLUTIONS**

**2. Council Bill/Resolution 1149-2012**

A Resolution authorizing the Mayor and City Clerk to execute a contract with A.J. Excavating, Inc. for Project #1146, 2012 Alley Reconstruct, in the amount of \$173,674.00.

**EXPLANATION:** Bids were opened and publicly read on February 21, 2012, with A.J. Excavating, Inc. submitting the lowest responsible and responsive bid.

**FISCAL IMPACT:** Funds are budgeted and available as follows:

ACCOUNT	BUDGETED	AS-BID
Utility Tax	\$230,000.00	\$173,674.00
Water		310-1716-434.04-25
WPC		320-1835-433.08-30
Storm		330-1971-433.08-35
	\$230,000.00	\$173,674.00

**3. Council Bill/Resolution 1150-2012**

A Resolution authorizing the Mayor and City Clerk to enter into Temporary Technical Assistance Agreements with McClure Engineering Associates, Inc., Missman, Inc., Shive-Hattery, TEAM Services and Townsend Engineering to assist the Public Works Department, Engineering Division to assist in implementing the FY 2012 Capital Improvement Program.

**EXPLANATION:** Annually, the City enters into several “Temporary Technical Assistance” agreements with local engineering firms to establish hourly rates for engineering services. These services are used to handle overflow engineering work and provide expertise that staff does not possess to assist in implementing the FY 2012 Capital Improvement Program.

**FISCAL IMPACT:** Funds are budgeted in account #510-9957-438.03-22, CIP, Professional/Technical.

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

**OMNIBUS VOTE**

**ITEMS NOT ON CONSENT**

**FIRST READING ORDINANCES**

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

**4. Council Bill/Special Ordinance 4007-2012**

A Special Ordinance closing certain streets more particularly described herein to vehicular traffic and authorizing the use of public right-of-way in conjunction with the Young Life 5K Race to be held on Saturday, March 24, 2012.

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

**FISCAL IMPACT:** N/A

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

**5. Council Bill/Special Ordinance 4008-2012**

A Special Ordinance vacating the alley right-of-way located south of Parcel MO-8272 (400 19<sup>th</sup> Street) and north and adjacent to Parcels MO-8273, MO-8275 and MO-8277, in the City of Moline.

**EXPLANATION:** Deere and Company has negotiated a lease agreement with the City to construct an employee parking lot on three City-owned parcels (MO-8273, MO-8275 and MO-8277) located to the south of Deere’s building at 400 19<sup>th</sup> Street, Moline. The parties agree that an alley that separates the building from the proposed parking lot should be vacated as it no longer serves the residents of Moline and would be better utilized as part of the City-owned parcels to be leased to Deere. This ordinance would authorize vacation of the alley and the dedication of the vacated alley to the City-owned parcels directly abutting it to the south.

**FISCAL IMPACT:** N/A

**PUBLIC NOTICE/RECORDING:** Recording of the Special Ordinance.

**MISCELLANEOUS BUSINESS**

**PUBLIC COMMENT**

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

**EXECUTIVE SESSION**

## City Council and Committee Meetings Schedule March 5 - 9, 2012

*(dates and times are subject to change with notification)*

*The next regularly scheduled City Council meeting will be March 13, 2012.*

COMMITTEE	DAY	DATE	TIME	LOCATION
Traffic Committee	<del>Tuesday</del>	<del>March 6</del>	Cancelled	Cancelled
<b>Committee-of-the-Whole with City Council immediately following</b>	<b>Tuesday</b>	<b>March 6</b>	<b>6:30 p.m.</b>	<b>City Hall Council Chambers-2<sup>nd</sup> Floor 619-16<sup>th</sup> Street</b>
Library Board	Thursday	March 8	12:00 p.m.	Moline Public Library Platinum Room 3210 41 <sup>st</sup> Street
Keep Moline Beautiful Commission	Thursday	March 8	4:30 p.m.	Public Works Building Conference Room 3635 4 <sup>th</sup> Avenue

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*Any person with disabilities who wishes to attend the meeting who requires a special accommodation in attending the meeting, should notify the City Administrator's Office, 524-2003, at least 24 hours prior to the scheduled meeting.*

Council Bill/General Ordinance No. 3009-2012

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

A GENERAL ORDINANCE

AMENDING Chapter 3, “ADVERTISING AND SIGNS,” of the Moline Code of Ordinances.

\_\_\_\_\_

WHEREAS, the Moline Plan Commission has reviewed the Advertising and Sign Code at Chapter 3 and has determined the Chapter is inadequate and should be modified to adapt to new display technologies; and

WHEREAS, dynamic display signs offer businesses highly-effective, variable display options, and these signs should be granted more flexibility including the ability to change messages more than once per day; and

WHEREAS, it has been documented by nationwide studies that certain characteristics of dynamic display signs can create a nuisance to adjacent properties, cause greater distraction to drivers of motor vehicles which increases the risk of a crash or near-crash, and can also diminish community aesthetics and the appeal of the natural and built environment; and

WHEREAS, in the interest of protecting the traveling public and the enjoyment of personal property, upholding established community standards, and advancing the goals and objectives of the Official Comprehensive Plan, it is necessary to adopt new definitions and standards which relate to the placement, size, quantity, and illumination of dynamic display signs; and

WHEREAS, off-premises advertising signs such as billboards serve a purpose different from on-premises signs in that they are not used for permanent wayfinding and, as such, should be granted certain exceptions to allow their entire display copy to be changed routinely to convey new information to the public; and

WHEREAS, this Council has received the recommendation of the Moline Plan Commission upon said proposed amendments, which recommendation has been formed after public hearing upon due notice.

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

**Section 1** – That Chapter 3, “ADVERTISING AND SIGNS,” of the Moline Code of Ordinances is hereby amended by deleting Chapter 3 in its entirety and adopting in its place one new Chapter 3 related to the same subject matter, which shall read as set forth in Exhibit A attached hereto and incorporated herein.

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

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

Passed: \_\_\_\_\_

Approved: \_\_\_\_\_

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

Approved as to form:

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

## CHAPTER 3

### ADVERTISING AND SIGNS

- Art. I. In General**  
**Div. 1. Handbills, §3-1100 - §3-1108**  
**Div. 2. Sound Trucks, §3-1200 - §3-1201**  
**Art. II. Signs, §3-2100 - §3-2116**

#### ARTICLE I. IN GENERAL

##### DIVISION 1. HANDBILLS

#### SEC. 3-1100. PURPOSE.

That to protect the people against the nuisance of an incident to the promiscuous distribution of handbills and circulars, particularly commercial handbills as herein defined, with the resulting detriment and danger to public health and safety, the public interest, convenience and necessity requires the regulation thereof and to that end the purposes of this ordinance are specifically declared to be as follows:

- (1) To protect the people against unlawful activities or operations of dissolute persons of criminal habits or tendencies representing themselves as solicitors, canvassers, or handbill distributors by requiring the registration of all such solicitors, canvassers, or handbill distributors together with the names of their employers.
- (2) To protect local residents against trespassing by solicitors, canvassers, or handbill distributors upon the private property of such residents if they have given reasonable notice that they do not wish to be solicited by such persons or do not desire to receive handbills or advertising matter.
- (3) To protect the people against the health and safety menace and the expense incident to the littering of the streets and public places by the promiscuous and uncontrolled distribution of advertising matter and commercial handbills.
- (4) To preserve to the people their constitutional right to receive and disseminate information not restricted under the ordinary rules of decency and good morals and public order by distinguishing between the nuisance created by the promiscuous distribution of advertising and commercial circulars and the right to deliver non-commercial handbills to all who are willing to receive the same.

#### SEC. 3-1101. DEFINITIONS.

The following words, terms, and phrases, when used in this ordinance have the meanings ascribed to them in this section, except where the content clearly indicates a different meaning.

- (1) **Commercial handbill** shall mean and include any printed or written matter, any sample or device, dodger, circular, leaflet, pamphlet, paper, booklet or any other printed or otherwise reproduced original or copies of any matter or literature:
  - a. Which advertises for sale any merchandise, product, commodity or thing; or
  - b. Which directs attention to any business or mercantile or commercial establishment or other activity for the purpose of either directly or indirectly promoting the interest thereof by sales; or

## MOLINE CODE OF ORDINANCES

- c. Which directs attention to or advertises any meeting, theatrical performance, exhibition, or event of any kind, for which an admission fee is charged for the purpose of private gain or profit. The terms of this clause shall not apply where admission fee is charged or collection is taken up for the purpose of defraying the expenses incident to such meeting, theatrical performance, exhibition, or event of any kind when either of the same is held, given, or takes place in connection with dissemination of information which is not restricted under the ordinary rules of decency, good morals, public peace, safety, and good order, provided that nothing contained in this clause shall be deemed to authorize the holding, giving, or taking place of any meeting, theatrical performance, exhibition or event of any kind without a license where such license is or may be required by any law of this state or under any ordinance of this City; or
  - d. Which while containing reading material other than advertising matter, is predominately and essentially an advertisement and is distributed or circulated for advertising purposes or for the private benefit and gain of any person so engaged as advertiser or distributor; or
  - e. Which is not covered by the definition of sign contained in this Code.
- (2) **Handbill distributor** shall mean and include any person engaging or engaged in the business for hire or gain of distributing commercial or non-commercial handbills other than newspapers distributed to subscribers thereof and any person receiving compensation, directly or indirectly, for the distribution of such handbills.
  - (3) **Newspaper** shall mean and include any newspaper of general circulation as defined by general law, any newspaper duly entered with the post office department of the United States in accordance with federal statute or regulation, and any newspaper filed and recorded with any recording officer as provided by general law. And, in addition thereof, shall mean and include any periodical or current magazine regularly published with not less than four (4) issues per year and sold to the public.
  - (4) **Non-commercial handbill** shall mean and include any printed or written matter, any sample or device, dodger, circular, leaflet, pamphlet, newspaper, magazine, paper booklet or any printed or otherwise reproduced original or copies of any matter of literature not included in the aforesaid definitions of a sign, commercial handbill or newspaper.
  - (5) **Private premises** shall mean and include any dwelling, house, building or other structure designed or used either wholly or in part for private residential purposes whether inhabited or temporarily or continuously uninhabited or vacant and shall include any yard, grounds, walk, driveway, porch, steps, vestibule, or mailbox belonging or pertinent to such dwelling, house, building or other structure.
  - (6) **Public place** shall mean and include any and all streets, boulevards, avenues, lanes, alleys or other public ways and any and all public parks, squares, spaces, plazas, grounds, and buildings.

### **SEC. 3-1102. POSTING NOTICE, PLACARD, BILL, ETC. PROHIBITED IN CERTAIN CASES.**

No person shall post, stick, stamp, paint or otherwise fix or cause the same to be done by any person, any notice, placard, bill, card, poster, advertisement or other paper or device calculated to attract the attention of the public to or upon any sidewalk, crosswalk, curb or curbstone, flagstone, or any other portion or part of any public way or public place or any lamppost, electric light, telegraph, telephone pole or railway structure, hydrant, shade tree, or tree box or upon the piers, columns, tresses, girders, railings, gates, or other parts of any public bridge or viaduct or other public structure or building or upon any pole, box, or fixture of the fire alarm or police alarm system, except such as may be authorized or required by the laws of the United States or state and the ordinances of the City.

## ADVERTISING AND SIGNS

### **SEC. 3-1103. THROWING HANDBILLS, BROADCAST IN PUBLIC PLACES PROHIBITED.**

It shall be unlawful for any person to deposit, place, throw, scatter or cast any commercial or non-commercial handbill in or upon any public places within the City and it shall be also unlawful for any person to hand out or distribute or sell any commercial handbill in any public place; provided, however, that it shall not be unlawful for any person to hand out or distribute without charge to the receiver thereof any non-commercial handbill in any public place to any person willing to accept such non-commercial handbill.

### **SEC. 3-1104. PLACING IN VEHICLES COMMERCIAL AND NON-COMMERCIAL HANDBILLS.**

It shall be unlawful for any person to distribute, deposit, place, throw, scatter, or cast any commercial or non-commercial handbill in or upon any automobile or other vehicle. The provisions of this section shall not be deemed to prohibit handing, transmitting, or distributing of any non-commercial handbill to the owner or other occupant of any automobile or other vehicle who is willing to accept the same.

### **SEC. 3-1105. DISTRIBUTION ON UNINHABITED OR VACANT PREMISES, PRIVATE PREMISES, OF COMMERCIAL OR NON-COMMERCIAL HANDBILLS.**

It shall be unlawful for any person to distribute, deposit, place, throw, scatter or cast any commercial or non-commercial handbill in or upon any private premises which are temporarily or continuously vacant.

### **SEC. 3-1106. PROHIBITING DISTRIBUTION WHERE PROPERLY POSTED.**

It shall be unlawful for any person to distribute, deposit, place, throw, scatter, or cast any commercial or non-commercial handbill upon any premises if requested by anyone thereon not to do so, or, if there is placed on said premises in a conspicuous position near the entrance thereof a sign bearing the words "No Trespassing, No Peddlers or Agents, No Advertisement" or any similar notice indicating in any manner that the occupants of said premises do not desire to be molested or have their right of privacy disturbed or to have any such handbills left on such premises.

### **SEC. 3-1107. DISTRIBUTION ON INHABITED PRIVATE PREMISES - COMMERCIAL OR NON-COMMERCIAL HANDBILLS.**

No person shall distribute, deposit, place, throw, scatter, or cast any commercial or non-commercial handbill in or upon any private premises which are inhabited except by handing or transmitting any such handbill directly to the owner, occupant, or any other person then present in or upon such private premises; provided, however, that in the case of inhabited private premises which are not posted as provided in this ordinance, the aforesaid licensed or other person unless requested by any one upon such premises not to do so, may place or deposit any such handbill in or upon such inhabited private premises if such handbill is so placed or deposited as to secure or prevent such handbill from being blown or drifted about such premises or elsewhere, except that mailboxes may not be so used when so prohibited by federal postal laws or regulations.

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**SEC. 3-1108. TIME OF HOUSE TO HOUSE DISTRIBUTION AND/OR SOLICITATION.**

No person may go from residence to residence for the purpose of distributing commercial or non-commercial handbills or for the purpose of soliciting business or for the purpose of soliciting charitable contributions before the hour of 8:00 a.m. or after the hour of 9:00 p.m. on any day.

**DIVISION 2. SOUND TRUCKS**

**SEC. 3-1200. DEFINITIONS.**

The following words, terms and phrases when used in this ordinance, shall have the meanings ascribed to them in this section except where the context clearly indicates a different meaning:

- (1) **Sound Truck.** The word sound truck as used herein shall mean any motor vehicle or animal-drawn vehicle having mounted thereon or attached thereto any sound amplifying equipment.
- (2) **Sound amplifying equipment.** The words sound amplifying equipment as used herein shall mean any machine or device for the amplification of the human, music, or any other sound. Sound amplifying equipment as used herein shall not be construed as including standard automobile radios when used and heard by only occupants of the vehicle in which installed or warning devices on authorized emergency vehicles or horns or other warning devices on other vehicles used only for traffic safety purposes.

**SEC. 3-1201. USE OF SOUND TRUCKS.**

(a) Registration required. No person shall use or cause to be used a sound truck with its sound amplifying equipment in operation in the City before filing a registration statement with the city clerk in writing. This registration statement shall be filed in duplicate and shall state the following:

- (1) Name and address of the applicant;
- (2) Address of place of business of applicant;
- (3) License number and motor number of the sound truck to be used by applicant;
- (4) Name and address of person who owns the sound truck;
- (5) Name and address of person having direct charge of sound truck;
- (6) Names and addresses of all persons who will use or operate the sound truck;
- (7) The purpose for which the sound truck will be used;
- (8) A general statement as to the section or sections of the City in which the sound truck will be used;
- (9) The proposed hours of operation of the sound truck;
- (10) The number of days of proposed operation of the sound truck;

## ADVERTISING AND SIGNS

- (11) A general description of the sound amplifying equipment which is to be used;
  - (12) The maximum sound producing power of the sound amplifying equipment to be used in or on the sound truck. State the following:
    - a. Wattage to be used;
    - b. The volume in decibels of the sound which will be produced;
    - c. The appropriate maximum distance for which sound will be thrown from the sound truck.
- (b) Registration statement amendment. All persons using or causing to be used sound trucks shall amend any registration statement filed pursuant to Section 3-1201(a) within forty-eight (48) hours after any change in the information therein furnished.
- (c) Registration and identification. The city clerk shall return to each applicant under Section 3-1201(a) of this ordinance one copy of said registration statement duly certified by the city clerk as a correct copy of said application. Said certified copy of the application shall be in the possession of any person operating the sound truck at all times while the sound truck sound amplifying equipment is in operation, and said copy shall be promptly displayed and shown to any police officer of the City upon request.
- (d) Regulations for use. Use of sound trucks in the City with sound amplifying equipment in operation shall be subject to the following regulations:
- (1) The only sounds permitted are music or human speech.
  - (2) Operations are permitted between the hours of 11:00 a.m. and 8:00 p.m. but in no case shall exceed four (4) hours on any day.
  - (3) Sound amplifying equipment shall not be operated unless the sound truck upon which such equipment is mounted is operated at a speed of at least ten (10) miles per hour except when said truck is stopped or impeded by traffic. Where stopped by traffic the said sound amplifying equipment shall not be operated for longer than one (1) minute at each stop.
  - (4) Sound shall not be issued within one hundred (100) yards of hospitals, schools, churches, or court houses.
  - (5) No sound truck with its amplifying device in operation shall be operated on the following streets between the points designated:
    - a. 7th Street from 12th Avenue to the Rock River;
    - b. 16th Street from 19th Avenue to the Rock River;
    - c. 15th Street Place from 16th Avenue to 19th Avenue;
    - d. 19th Street from the Mississippi River to 26th Avenue;
    - e. 27th Street from 26th Avenue to U.S. Route 6;
    - f. River Drive from 1st Street to 25th Street;
    - g. River Drive from 25th Street to 55th Street;
    - h. 4th Avenue from 1st Street to 55th Street;
    - i. 5th Avenue from 1st Street to 11th Street;
    - j. 5th Avenue Place from 11th Street to 6th Avenue;
    - k. 6th Avenue from 5th Avenue Place to 27th Street;
    - l. 5th Avenue Place from 27th Street to 5th Avenue;
    - m. 5th Avenue from 5th Avenue Place to 35th Street;
    - n. 12th Avenue from 7th Street to East Moline City limits;
    - o. 19th Avenue from 1st Street to 16th Street;
    - p. 23d Avenue from 12th Street to 16th Street;
    - q. Avenue of the Cities from 16th Street to East Moline City limits;
    - r. 36th Avenue from 16th Street to 27th Street;

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- s. 38th Avenue from 27th Street to 38th Street; and
  - t. 52d Avenue from 3d Street to 27th Street.
- (6) The volume of sound shall be controlled so that it will not be audible for a distance of seventy-five (75) feet or more from the sound truck and so that said volume is not unreasonably loud, raucous, jarring, disturbing, or a nuisance to persons within the area of audibility.
- (7) No sound amplifying equipment shall be operated with an excess of fifteen (15) watts of power in the last stage of amplification.

## ARTICLE II. SIGNS

### SEC. 3-2100. PURPOSE AND INTENT.

This ordinance is adopted for the following purposes: to maintain and enhance the aesthetic environment and the City's ability to attract sources of economic development and growth; to improve pedestrian and traffic safety, to minimize the possible adverse effect of signs on nearby public and private property; to enable the fair and consistent enforcement of these sign regulations; to assure compatibility of signs with surrounding land usage; to conserve property values in all districts; and to improve pedestrian and traffic safety and the recreational value thereof.

The intent of this ordinance is to provide comprehensive regulations for the regulation of signs; however, other ordinances of the City relate to similar matter and in some cases the regulation of signs is addressed in said ordinances. Therefore, where different sections or chapters of the Moline Code of Ordinances or Moline Zoning Ordinance apply to subject matter addressed in this ordinance, the most restrictive provision shall govern.

### SEC. 3-2101. APPLICABILITY - EFFECT.

A sign may be erected, placed, established, painted, created, or maintained in the City only in conformance with the standards, procedures, exemptions, and other requirements of this ordinance. The effect of this ordinance, as more specifically set forth herein, is:

- (1) To establish a permit system to allow a variety of types of signs in commercial and industrial zones, and a limited variety of signs in other zones, subject to the standards and the permit procedures of this ordinance;
- (2) To allow certain signs that are small, unobtrusive, and incidental to the principal use of the respective lots on which they are located, subject to the substantive requirements of this ordinance, but without a requirement for permits;
- (3) To prohibit all signs not expressly permitted by this ordinance; and
- (4) To provide for the enforcement of the provisions of this ordinance.

### SEC. 3-2102. DEFINITIONS AND INTERPRETATION.

Words and phrases used in this ordinance shall have the meanings set forth in this section. Words and phrases not defined in this section but defined in the Zoning Ordinance of the City of Moline shall be given the meanings set forth in such ordinance. Principles for computing sign area and sign height are contained in Sec. 3-2106 of this ordinance. All other words and phrases shall be given their common, ordinary meaning, unless the context clearly requires otherwise. Section headings or captions are for reference purposes only and shall not be used in the interpretation of this ordinance.

## ADVERTISING AND SIGNS

- (1) **Administrator.** The Zoning Administrator of the City or his or her designee as defined in the Zoning and Land Development Code of the City of Moline.
- (2) **Animated Sign.** Any sign that uses or displays movement, change of lighting, audio, video, or image sequences to depict action or create a special effect or scene, or any form of message transition such as scrolling or fading.
- (3) **Banner.** Any sign of lightweight fabric or similar material that is mounted to a pole, building, or wall structure by one or more edges.
- (4) **Beacon.** Any light with one or more beams directed into the atmosphere or directed at one or more points not on the same lot of record as the light source; also, any light with one or more beams that rotate or move.
- (5) **Building Marker.** Any sign indicating the name of a building and date and incidental information about its construction, which sign is cut into a masonry surface or made of bronze or other permanent material.
- (6) **Building Sign.** Any sign attached to any part of a building, as contrasted to a freestanding sign.  
**Canopy Sign.** Any sign that is a part of or attached to an awning, canopy or other fabric, plastic or structural protective cover over a door, entrance, window or outdoor service area. A marquee is not a canopy.
- (7) **Changeable Copy Sign.** A sign or portion thereof with characters, letters, or illustrations that can be changed or rearranged without altering the face or the surface of the sign.
- (8) **Commercial Message.** Any sign wording, logo or other representation that, directly or indirectly, names, advertises or calls attention to a business, product, service or other commercial activity.
- (9) **Dwell Time.** The length of time during which a changeable copy sign's message is continuously displayed prior to changing or displaying a new message.
- (10) **Dynamic Display Sign.** A programmable, changeable copy sign that can display variable messages and diversified content via electronic means.
- (11) **Flag.** The flag of the United States, the State of Illinois, the City of Moline, foreign nations having diplomatic relations with the United states, and any other flag adopted or sanctioned by an elected legislative body of competent jurisdiction, provided that such a flag shall not exceed 60 square feet in area and shall not be flown from a pole the top of which is more than 40 in height. Any flag not included above shall be considered a sign and shall be subject to regulation as such.
- (12) **Freestanding Sign.** Any sign supported by structures or supports that are placed on, or anchored in, the ground and that are independent from any building or other structure.
- (13) **Identification Sign.** A sign that has only the name and address of the occupant.
- (14) **Illuminance.** The total brightness of all illumination at a point of measurement, including ambient light.
- (15) **Illumination, Exposed Bulbs, Sign.** A static sign with one or more faces that are composed of or accentuated by one or more light-emitting sources of any type such that the source(s) of illumination itself is intended to be directly visible as a part of the sign face.

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- (16) **Illumination, External, Sign.** A static sign with one or more faces that are illuminated by one or more light sources located in front of and shining directly upon the face(s) such that the source(s) of illumination itself is not intended to, but may nonetheless, be directly visible apart from the sign.
- (17) **Illumination, Internal, Sign.** A static sign with one or more faces that are illuminated by one or more light sources located behind the face(s) and within the sign structure such that the source(s) of illumination itself is not directly visible from outside of the sign structure.
- (18) **Incidental Sign.** A sign, generally informational, that has a purpose secondary to the use of the lot of record on which it is located, such as “no parking,” “entrance,” “loading only,” “telephone,” and other similar directives. No sign with a commercial message legible from a position off the lot of record on which the sign is located shall be considered incidental.
- (19) **Licensing Agreement.** An agreement made between the City and a property owner or tenant for the purpose of temporarily licensing the use of a portion of City right-of-way (i.e., for a projecting sign that overhangs right-of-way). Said agreements shall be in accordance with and subject to City code and state laws.
- (20) **Lot.** Any piece or parcel of land or a portion of a subdivision, the boundaries of which have been established by some legal instrument of record, that is recognized and intended as a unit for the purpose of transfer of ownership, and recorded with the Recorder of Deeds of Rock Island County, Illinois in accordance with state law.
- (21) **Lot of Record.** An area of land designated as a lot on a plat recorded with the Recorder of Deeds of Rock Island County, Illinois, in accordance with State law. A lot of record shall not include a lease holding parcel nor lots that are combined or split by the County Tax Assessor strictly for taxation purposes.
- (22) **Luminance.** The total amount of illumination emitted from a specific light source, excluding ambient light.
- (23) **Marquee.** Any permanent roof-like structure projecting beyond a building or extending along and projecting beyond the wall of the building, generally designed and constructed to provide protection from the weather.
- (24) **Marquee Sign.** Any sign attached to, in any manner, or made a part of a marquee.
- (25) **NIT.** The total amount of light emitted from a specific light source (luminance), excluding ambient light, measured in candelas per square meter.
- (26) **Non-conforming Sign.** Any sign that does not conform to the requirements of this ordinance.
- (27) **Off-premises Advertising Sign.** A sign which publicizes a service, event, product, commodity, business, entertainment, or activity not exclusively related to the premises where such sign is located or to which it is affixed. A billboard is a common example of an off-premises advertising sign.
- (28) **Pennant.** Any lightweight plastic, fabric or other material, whether or not containing a message of any kind, suspended from a rope, wire or string, usually in series, designed to move in the wind.
- (29) **Person.** Person shall mean that definition provided in Sec. 1-1101 of the City of Moline Code of Ordinances.
- (30) **Portable Sign.** Any sign designed and manufactured or constructed to be self-supporting, self-contained, portable, and not permanently attached to the ground or other permanent structure;

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including signs designed to be transported, but not limited to, signs designed to be transported by means of wheels; signs converted to A- or T-frames; menu and sandwich board signs; balloons used as signs; umbrellas used for advertising; and signs attached to or painted on vehicles parked and visible from the public right-of-way, unless said vehicle is used in the normal day-to-day operations of the business.

- (31) **Principal Building.** The building in which is conducted the principal use of the lot of record on which it is located. Lots of record with multiple principal uses may have multiple principal buildings, but storage buildings, garages and other clearly accessory structures and uses shall not be considered principal buildings.
- (32) **Projecting Sign.** Any sign affixed to a building or wall in such a manner that its leading edge extends more than six inches (6") beyond the surface of such building or wall.
- (33) **Residential Sign.** Any sign located in a district zoned for residential uses that contains no commercial message except advertising for goods or services legally offered on the premises where the sign is located, if offering such service at such location conforms with all requirements of the zoning ordinance.
- (34) **Roof Sign.** Any sign erected and constructed wholly on and over the roof of a building, supported by the roof structure, and extending vertically above the highest portion of the roof.
- (35) **Roof Sign, Integral.** Any sign erected or constructed as an integral or essentially integral part of a normal roof structure of any design, such that no part of the sign extends vertically above the highest portion of the roof and such that no part of the sign is separated from the rest of the roof by a space of more than six inches (6").
- (36) **Sequential Message Sign.** A sign, or group of signs, which displays incomplete segments of a communication message in a prearranged series so that a complete or comprehensible message is obtained only after viewing the series in full.
- (37) **Setback.** The distance from the property line to the nearest part of the applicable building, structure or sign, measured perpendicularly to the property line.
- (38) **Sign.** Any device, fixture, placard or structure that uses any color, form, graphic, illumination, symbol or writing to advertise, announce the purpose of, or identify the purposes of a person or entity, or to communicate information of any kind to the public.
- (39) **Spacing.** The distance between the nearest parts of two signs which are on the same lot or on adjacent lots,
- (40) **Spinner.** A device, or series of devices, that have the capability to achieve rotational movement by wind or other means.
- (41) **Streamer.** A flag, pennant, or long narrow strip that flows via the wind.
- (42) **Static Sign.** A sign whose characters, letters, or illustrations cannot be changed or rearranged without altering the face or the surface of the sign.
- (43) **Street.** A strip of land or way subject to vehicular traffic (as well as pedestrian traffic) that provides direct or indirect access to property, including, but not limited to, public alleys, avenues, boulevards, courts, drives, highways, lanes, places, roads, terraces, trails or other public thoroughfares and similar private ways as approved and recognized by the City.

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- (44) **Street Frontage.** The distance for which a lot line of a lot of record adjoins a public street, from one lot line (see definition of “lot line” in Sec. 35-1102 of the City of Moline Code of Ordinances) intersecting said streets to the furthest distant lot line intersecting the same street.
- (45) **Suspended Sign.** A sign that is suspended from the underside of a horizontal plane surface and is supported by such surface.
- (46) **Temporary Sign.** Any sign that is used only temporarily and is designed to be affixed, mounted, or installed to a wall, pole, or other mounting or support structure for purposes of non-permanent display.
- (47) **Wall Sign.** Any sign attached parallel to, but within six (6) inches of, a wall, painted on the wall surface of, or erected and confined within the limits of an outside wall of any building or structure, which is supported by such wall or building, and which displays only one sign surface.
- (48) **Window Sign.** Any sign, picture, symbol or combination thereof, designed to communicate information about an activity, business, commodity, event, sale or service, that is placed inside a window or upon the window panes or glass and is visible from the exterior of the window.

### **SEC. 3-2103. SIGNS EXEMPT FROM REGULATION UNDER THIS ORDINANCE.**

The following signs shall be exempt from regulation under this ordinance:

- (1) Emergency warning signs erected by a governmental agency, a public utility company, or a contractor doing authorized or permitted work within the public right-of-way.
- (2) Informational signs of a public utility regarding its poles, lines, pipes, or facilities.
- (3) Any other public notice or warning required by a valid and applicable federal, state or local law, regulation or ordinance.
- (4) Traffic control signs on public or private property, such as Stop, Yield and similar signs, the face of which meets Department of Transportation standards and which contain no commercial message of any sort.
- (5) Transit signs erected by a public transit authority.
- (6) Any sign inside a building, not attached to a window or door, that is not legible from a distance of more than three (3) feet beyond the lot line of the lot of record or parcel on which such sign is located.
- (7) Works of art that do not include a verbal or textual message.
- (8) Holiday lights and decorations which are not displayed for a total period exceeding six (6) weeks during any calendar year.
- (9) Handbills, which are regulated in Sec. 3-1100 *et. seq.* of the Moline Code of Ordinances.
- (10) Signs of any type directly associated with an approved Special Event in accord with City policy and procedure for Special Events located in the area in which the Special Event takes place that are put up no more than fifteen (15) days prior to the event and taken down no more than forty-eight (48) hours after the end of the event.

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### **SEC. 3-2104. SIGNS PROHIBITED UNDER THIS ORDINANCE.**

All signs not expressly permitted under this ordinance or exempt from regulation hereunder in accordance with the previous section are prohibited in the City. Such signs include, but are not limited to:

- (1) Except for traffic warning devices, any sign which incorporates in any manner moving, oscillating, revolving, strobing, or flashing lights.
- (2) Animated signs.
- (3) Dynamic display signs located in any historic district or on a historic landmark.
- (4) Pennants, spinners and streamers, inflatable signs, tethered balloons, and banners that do not conform with the definition of a “banner” as provided in Section 3-2102 of this Code, except where such signs are displayed during one temporary occurrence not to exceed seven (7) consecutive days per calendar year.
- (5) Portable signs, except as provided in Table 3-2105.2 of this Code.
- (6) Revolving signs.
- (7) Sequential message signs.
- (8) String lights other than holiday decorations.
- (9) Signs that are designed to achieve movement by action of normal wind currents.
- (10) Any sign or structure that:
  - a. is structurally unsafe;
  - b. constitutes a hazard to safety or health by reason of inadequate maintenance, dilapidation or abandonment;
  - c. is not kept in good repair; or
  - d. is capable of causing electrical shocks to person likely to come in contact with it.
- (11) Any sign that obstructs free ingress or egress from a required door, window, fire escape or other required exit-way.
- (12) Any sign unlawfully installed, erected or maintained.

### **SEC. 3-2105. SIGNS ALLOWED ON PRIVATE PROPERTY WITH AND WITHOUT PERMITS.**

- (1) Signs shall be allowed on private property in the City in accordance with, and only in accordance with, Table 3-2105.1. If the letters “NP” appear for a sign type in a column, such sign is allowed without prior permit approval in the zoning districts represented by that column. If the letters “SP” appear for a sign type in a column, such sign is allowed only with prior permit approval in the zoning districts represented by that column. Special conditions may apply in some cases. If the letters “NO” appear for a sign type in a column, such a sign is not allowed in the zoning districts represented by that column under any circumstances.
- (2) Although permitted under the previous paragraph, a sign designated “NP” or “SP” in Table 3-2105.1 shall be allowed only if:

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- a. The sum of the area of all building and freestanding signs on the lot of record conforms with the maximum permitted sign area as determined by the formula for the zoning district in which the lot is located as specified in Table 3-2105.2;
  - b. The size, location, and number of signs on the lot conform with the requirements of Table 3-2105.2, which establishes permitted sign dimensions by sign type, and with any additional limitations listed in Tables 3-2105.1 and 3-2105.3;
  - c. The characteristics of the sign conform with the limitations of Table 3-2105.1, and with any additional limitations on characteristics listed in Table 3-2105.3.
- (3) Where any provision of this ordinance conflicts with the regulations or standards of an adopted zoning or design overlay district, the provisions of the overlay district shall prevail.

### A KEY TO TABLES 3-2105.1 THROUGH 3-2105.3

**On the tables in this ordinance, the headings have the following meanings, which correspond with the zoning districts in the Zoning and Land Development Code of the City of Moline.**

RS	Residential, One to Six-Family Districts (R-2, R-4); and Resource Districts: Conservation/Agriculture (C-2, AG-2)	NC	Neighborhood Center District
R-6	Multi-Family Residence District	B-2	Central Business District
R-7	Mobile Home/Park District	B-3	Community Business District
INS*	Institutional & Nonconforming Uses Permitted in Residential Districts	B-4	Highway/Intensive Business District
B-1	Neighborhood Business District	O-1	Office District
		ORT	Office/Research Park and Technology District
		I-1	Light Industrial District
		I-2	General Industrial District

\* This is not a zoning district but applies to institutional uses permitted under the zoning ordinance in residential districts (i.e. churches, schools, cemeteries). Also applies to lawful nonconforming uses in residential districts (i.e. neighborhood businesses) but does not apply to home occupations.

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**TABLE 3-2105.1 SIGNS ALLOWED BY TYPE, CHARACTERISTICS AND ZONING DISTRICT**

<b>Sign Type<sup>a</sup></b>	<b>All RS</b>	<b>R-6</b>	<b>R-7</b>	<b>INS</b>	<b>B-1 NC</b>	<b>B-2 B-3</b>	<b>B-4</b>	<b>O-1</b>	<b>I-1 ORT</b>	<b>I-2</b>
<b>Freestanding</b>										
Banner <sup>g</sup>	NO	SP	SP	SP	SP	SP	SP	SP	SP	SP
Residential <sup>b</sup>	NP	NP	NP	NO	NO	NO	NO	NO	NO	NO
Other	NO	SP	SP	SP	SP	SP	SP	SP	SP	SP
Incidental	NO	NP	NP	NP	NP	NP	NP	NP	NP	NP
Temporary <sup>f</sup>	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP
<b>Building</b>										
Banner <sup>g</sup>	NO	SP	SP	SP	SP	SP	SP	SP	SP	SP
Building Marker	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP
Canopy	NO	NO	NO	NO	SP	SP	SP	SP	SP	SP
Identification	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP
Incidental	NO	NP	NP	NP	NP	NP	NP	NP	NP	NP
Marquee <sup>c</sup>	NO	NO	NO	NO	NO	SP	SP	NO	NO	NO
Projecting <sup>c</sup>	NO	NO	NO	NO	SP	SP	SP	SP	SP	SP
Residential	NP	NP	NP	NO	NO	NO	NO	NO	NO	NO
Roof	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO
Roof, Integral	NO	NO	NO	NO	NO	SP	SP	NO	SP	NO
Suspended <sup>c</sup>	NO	NO	NO	NP	NO	NO	NO	NO	NO	NO
Temporary <sup>d</sup>	NP	NP	NP	NP	SP	SP	SP	SP	SP	SP
Wall	NO	NO	NO	NP	SP	SP	SP	SP	SP	SP
Window, Temporary	NP	NP	NP	NP	SP	SP	SP	SP	SP	NO
<b>Miscellaneous</b>										
Flag	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP
<b>Characteristics</b>										
Changeable Copy	NO	NO	NO	SP		SP	SP	SP	SP	SP
Dynamic Display	NO	NO	NO	SP	SP	SP	SP	SP	SP	SP
Illumination, Internal <sup>e</sup>	NO	NO	NO	SP	SP	SP	SP	SP	SP	SP
Illumination, External <sup>e</sup>	NO	SP	SP	SP	SP	SP	SP	SP	SP	SP
Illumination, Exposed Bulbs or Neon	NO	NO	NO	NO	NO	SP	SP	SP	SP	NO

NP=Allowed without sign permit

SP = Allowed only with sign permit

NO = Not allowed

- a. See Section 3-2102 for complete definition of each sign type.
- b. Includes Temporary Signs.
- c. If such a sign is suspended or projects above a public right-of-way, the issuance and continuation of a sign permit shall be conditioned upon the sign owner obtaining and maintaining a valid license agreement from the City Council.
- d. Temporary signs on private property shall be limited to those that are directly associated with a temporary use as authorized in Zoning Ordinance of the City of Moline. Such signage shall be allowed only in accordance with signage standards for the authorized temporary use as identified in the zoning ordinance and this ordinance
- e. No direct light or significant glare from the sign shall be cast onto any adjacent lot of record that is zoned and used for residential purposes.
- f. Each non-residentially zoned lot of record is permitted one (1) temporary sign per street frontage. Said sign shall not exceed twelve (12) sq. ft., shall have a minimum setback of two (2) feet, and shall not be displayed for more than one hundred eighty (180) days. Temporary signs shall not require a sign permit and shall not count towards a non-residentially zoned lot of record's total signage allotment.
- g. Banners shall not be displayed for more than sixty (60) days.

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**TABLE 3-2105.2 ALLOWABLE SIGN AREA AND SPECIFICATIONS PER LOT OF RECORD BY ZONING DISTRICT**

	R-2	R-4	R-6	INS	R-7	B-1 NC	B-2 B-3	B-4	O-1	I-1 ORT	I-2
<b>On a Lot of Record with a single principal building, the maximum total area of all signs (except incidental, building marker, and identification signs, and flags) shall be the average of the following two computations. For each additional principal building on the Lot of Record, the maximum total area of all additional signs (except incidental, building marker, and identification signs, and flags) shall not exceed the lesser of the area as computed in rows 1 and 2.</b>											
1. Square Feet of Signage as a Percentage of Ground Floor area of Principal Building.	NA	NA	NA	NA	NA	4%	6%	8%	4%	8%	2%
2. Square Feet of Signage Per Linear Foot of Street Frontage Per Lot of Record.	NA	NA	.5	.5	.5	2.0	3.0	4.0	2.0	4.0	NA
<b>Individual sign dimensions shall be as follows:</b>											
<b><i>Freestanding</i></b>											
Sign dimensions for Lots of Record with street frontages less than 100 feet.											
Max. Area (sq. ft.)	6	6	e	e	e	e	e	e	e	e	e
Max. Height (feet)	5	5	15	15	15	15	15	15	15	15	15
Min. Setback (feet) <sup>a</sup>	2	2	2	2	2	2	2	2	2	2	2
Min. Spacing (feet)	50	50	40	40	50	50	50	75	50	75	75
Sign dimensions for Lots of Record with street frontages of 100 feet or greater.											
Max. Area (sq. ft.)	6	6	24	40	12	60	110	225	60	225	225
Max. Height (feet)	5	5	12	12	5	12	24	36	12	36	24
Min. Setback (feet) <sup>a</sup>	2	2	5	5	2	5	5	5	5	10	10
Min. Spacing (feet)	50	50	75	75	50	75	100	150	75	150	150
Additional feet of street frontage after first 100 required for a second sign <sup>b,f</sup>	NA	NA	300	NA	300	NA	100	300	300	300	700
Additional increment of street frontage thereafter required for each additional sign <sup>f</sup>	NA	NA	200	NA	200	NA	100	200	200	200	400
<b><i>Building<sup>f</sup></i></b>											
Area (max. sq. ft.)	2	2	2	10	NA	NA	NA	NA	NA	NA	NA
Wall Area (percent) <sup>d</sup>	NA	NA	NA	NA	10%	10%	10%	20%	10%	20%	5%
<b><i>Characteristics</i></b>											
<b><i>Dynamic Display<sup>g</sup></i></b>											
Area (max. percent of sign) <sup>h</sup>	NA	NA	NA	25%	NA	25%	50%	50%	25%	50%	50%
Min. Dwell Time (seconds)	NA	NA	NA	60 sec.	NA	12 sec.	12 sec.	12 sec.	12 sec.	12 sec.	12 sec.
Min. separation from any residential land use (feet)	NA	NA	NA	100	NA	100	100	100	100	100	100

- a. In addition to the setback requirements on this table, signs shall be located such that there is at every street intersection a clear view between heights of three (3) feet and ten (10) feet in a triangle formed by the corner and points on the curb twenty-five (25) feet from the intersection or entranceway.
- b. Lots fronting on two or more streets are allowed the permitted signage for each street frontage, but signage cannot be accumulated and used on one street in excess of that allowed for lots with only one street frontage.

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- c. Allowed signs may be placed on any façade of the building with the exception that wall signs shall not be located on walls that face immediately abutting residentially zoned property, including those across an alley, but not across a public street.
- d. The percentage figure here shall mean the percentage of the area of the wall of which such sign is a part or to which each such sign is more nearly parallel.
- e. Maximum freestanding sign area for Lots of Record with street frontages less than one hundred (100) feet shall be determined on a basis whereby the maximum sign face area is directly proportional to the subject lot of record's street frontage as a percentage of one hundred (100) feet multiplied by maximum amount of sign face area allowed for a lot of record with 100 feet or greater in the same zoning district as identified in Table 3-2105.2 (e.g. a lot of record with seventy-five (75) feet frontage in a B-2 zoning district would be allowed up to 83 sq. ft. of sign face (.75 x 110 sq. ft = 82.5 sq. ft.).
- f. Lots of record with sufficient street frontage for two (2) or more signs may elect to increase the area of the initial freestanding sign by up to fifty percent (50%) in exchange for the ability to install an additional sign.
- g. Also refer to Brightness Standards at Sec. 3-2107(4).
- h. See exception for conversion of off-premises advertising signs in Section 3-2111(1).

Note: NA = Not Applicable

**TABLE 3-2105.3 ALLOWED NUMBER AND DIMENSIONS BY SIGN TYPE**

LOCATION/TYPE	NUMBER ALLOWED	MAXIMUM SIGN AREA AND/OR HEIGHT	VERTICAL CLEARANCE	
			From Sidewalk, Private Drive or Parking	From Public Street
<b><i>Freestanding</i></b>				
Banner	1 per 400 feet of lot frontage not to exceed 2 per frontage. <sup>a</sup>	36 square feet	9 feet	12 feet
Residential, Other, and Incidental	See Table 3-2105.2	See Table 3-2105.2	NA	NA
<b><i>Building</i></b>				
Banner	See Table 3-2105.2	See Table 3-2105.2	9 feet	12 feet
Building Marker	1 per building	4 square feet	NA	NA
Canopy	1 per building	25% of vertical surface of canopy	9 feet	12 feet
Identification	1 per building face	2 square feet	NA	NA
Incidental	NA	NA	NA	NA
Marquee	1 per building	NA	9 feet	12 feet
Projecting	1 per building	40 square feet	9 feet	12 feet
Residential	1 per lot of record	NA	NA	NA
Roof, Integral	2 per principal building	NA	NA	NA
Suspended	1 per entrance	NA	9 feet	NA
Temporary <sup>p</sup>	NA	NA	NA	NA
Wall	NA	NA	NA	NA
Window	NA	25% of total ground floor window area	NA	NA

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<b>Miscellaneous</b>				
Banner	See Table 3-2105.2	See Table 3-2105.2	9 feet	12 feet
Flag	NA	60 square feet	9 feet	12 feet
Portable <sup>c</sup>	1 per entrance	9 square feet and 42 inches in height	NA	NA
<b>Characteristics</b>				
Dynamic	1 per lot <sup>d</sup>	See Table 3-2105.2	NA	NA

- a. Any lot with a changeable copy freestanding sign shall be limited to one (1) banner per frontage regardless of the amount of frontage.
- b. Temporary signs on private property shall be limited to those that are directly associated with a temporary use as authorized in zoning ordinance of the City of Moline. Such signage shall be allowed only in accordance with signage standards for the authorized temporary use as identified in the zoning ordinance and this ordinance.
- c. Portable signs shall be displayed during business hours only in non-residential zoning districts and are prohibited in residential and resource zoning districts.
- d. Does not include off-premises advertising signs.

Note: NA = Not Applicable.

**SEC. 3-2106. COMPUTATIONS.**

The following principles shall control the computation of sign area and sign height.

- (1) **Computation of Area of Individual Signs.** The area of a sign face (which is also the sign area of a wall sign or other sign with only one (1) face) shall be computed by means of the smallest square, circle, rectangle, triangle or combination thereof that will encompass the extreme limits of the writing, representation, emblem or other display, together with any material or color forming an integral part of the background of the display or used to differentiate the sign from the backdrop or structure against which it is placed, but not including any supporting framework, bracing or decorative fence or wall when such fence or wall otherwise meets zoning ordinance regulations and is clearly incidental to the display itself. In determining the sign area for a monument-style freestanding sign, the sign structure or base shall *not* be included in the calculation of the sign area.
- (2) **Computation of Area of Multifaced Signs.** The sign area for a sign with more than one (1) face shall be computed by adding together the area of all sign faces visible from any one point. When two (2) identical sign faces are placed back to back, so that both faces cannot be viewed from any point at the same time, and when such sign faces are part of the same sign structure and are not more than forty-two (42) inches apart, the sign area shall be computed by the measurement of one (1) of the faces.
- (3) **Computation of Height.** The height of a sign shall be computed as the distance from the base of the sign at normal grade to the top of the highest attached component of the sign. Normal grade shall be construed to be the lower of: 1) existing grade prior to construction, or 2) the newly established grade after construction, exclusive of any filling, berming, mounding or excavating solely for the purpose of locating the sign. In cases in which the normal grade cannot reasonably be determined, sign height shall be computed on the assumption that the elevation of the normal grade at the base of the sign is equal to the elevation of the nearest point of the crown of a public street or the grade of the land at the principal entrance to the principal structure on the zoning lot, whichever is lower. The height limits contained in this ordinance pertain to the sign itself, but in no case shall any portion of the structure to which a freestanding sign is attached extend more than two (2) feet higher than the permitted height of the sign.

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- (4) **Computation of Maximum Total Permitted Sign Area for a Lot of Record.** The permitted sum of the area of all individual signs on a lot of record shall be computed by applying the formula contained in Table 3-2105.2, Maximum Total Sign Area, to the lot frontage, building frontage, or wall area, as appropriate, for the zoning district in which the lot is located. Lots fronting on two (2) or more streets are allowed the permitted sign area for each street frontage. However, the total sign area that is oriented toward a particular street may not exceed the portion of the lot's total sign area allocation that is derived from the lot, building or wall area frontage on that street.

### SEC. 3-2107. DESIGN, CONSTRUCTION AND MAINTENANCE.

All signs shall be designed, constructed, and maintained at all times in accordance with the following standards:

- (1) The applicable provisions of the adopted building and electrical codes of the City.
- (2) Except for banners, flags, temporary signs and window signs conforming in all respects with the requirements of this ordinance, all signs shall be constructed of permanent materials and shall be permanently attached to the ground, a building or another structure by direct attachment to a rigid wall, frame or structure.
- (3) Banners shall not be used as a substitute for a permanent sign and must be maintained or replaced as necessary to remain securely fastened and free of tears, frayed edges, damage, or deterioration.
- (4) **Brightness Standards.** The following standards shall apply to dynamic display signs and electronic off-premises advertising signs erected after the effective date of this ordinance:
  - a. The luminance of a sign shall not exceed 5,000 NITS during daytime hours and 500 NITS from dusk until dawn. The sign manufacturer, vendor, or installer shall submit written certification that the sign has been designed or preset to not exceed these luminance levels and that the sign includes security features to limit the end user's ability to manipulate the preset luminance levels.
  - b. A sign shall not exceed the minimum luminance necessary for clear and adequate visibility during any given ambient condition. The sign manufacturer shall submit written certification that a sign is equipped with a sensor device so that the luminance of such sign will automatically adjust to ambient light conditions.
  - c. The luminance of a dynamic off-premises advertising sign shall not increase ambient light levels by more than 0.3 footcandles when measured perpendicular to the sign at a distance of 250 feet. Furthermore, when adjacent to a residential district, illuminance shall not exceed one footcandle when measured at any boundary line with an adjoining property.
  - d. The sign installer shall file with the City complete contact information for the sign manufacturer, vendor/installer, property owner, and tenant, as applicable.
- (5) Any illuminated sign shall not create such intensity or brilliance that impairs vision, conflicts with an official traffic sign or device, or causes unusual distraction which may interfere with the safe operation of a motor vehicle or enjoyment of personal property. If a sign is perceived to conflict with these visibility standards, as determined by the Administrator, such sign's luminance shall be adjusted to levels suitable for the surroundings or circumstances regardless of the maximum allowable luminance level established by this section. An appeal of the Administrator's decision may be considered by the Plan Commission in accordance with Section 3-2113.

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### SEC. 3-2108. SIGNS IN THE PUBLIC RIGHT-OF-WAY.

No signs shall be allowed in the public right-of-way, except for the following:

- (1) Permanent signs, including:
  - a. Public signs erected by or on behalf of a governmental body to post legal notices, identify public property, convey information to the public, and direct or regulate pedestrian or vehicular traffic;
  - b. Transit signs erected by a public transit authority;
  - c. Informational signs of a public utility regarding its poles, lines, pipes, or facilities; and
  - d. Awning, projecting, and suspended signs projecting over a public right-of-way in conformity with the conditions of Table 3-2105.1 of this ordinance and only after approval of a licensing agreement by the City Council and compliance with all City codes, policies, rules, and regulations pertaining to right-of-way restrictions and encroachments, and shall include, but not be limited to, proof of insurance for said licensing agreements as per City requirements with the City listed as an insured in an amount as established, from time to time, by the City Council.
- (2) Emergency warning signs erected by a governmental agency, a public utility company, or a contractor doing authorized or permitted work within the public right-of-way.
- (3) Any sign installed or placed on public property, except in conformance with the requirements of this section, shall be removed from the public right-of-way and kept in the possession of the City for a period of at least thirty (30) days during which time the City shall attempt to contact the owner of such a confiscated sign for the purpose of notifying the owner that the sign has been confiscated and may be retrieved by the owner from the City. If the owner of said confiscated sign fails to retrieve their sign within thirty (30) days, the City may discard any such confiscated signs without further notice to said sign owner. In addition to other remedies hereunder, the City shall have the right to recover from the owner or person placing such a sign the full costs of removal and disposal of such sign.

### SEC. 3-2109. MASTER AND UNIFORM SIGNAGE PLANS.

No permit shall be issued for an individual sign requiring a permit unless and until a Master Signage Plan or a Uniform Signage Plan for the lot of record on which the sign will be erected has been submitted to the administrator and approved by the administrator as conforming with this section.

- (1) **Master Signage Plan.** For any lot of record on which the owner proposes to erect one or more signs requiring a permit, unless such lot of record is included in a Uniform Signage Plan, the owner shall submit to the administrator a Master Signage Plan containing the following:
  - a. An accurate site plan of the lot of record, at such scale as the administrator may reasonably require including, but not limited to: the location of buildings, parking lots, driveways, and landscaped areas;
  - b. Computation of the maximum total sign area, the maximum area for individual signs, the height of signs and the number of freestanding signs allowed on the lot of record(s) included in the plan under this ordinance; and

## ADVERTISING AND SIGNS

- c. An accurate indication on the plot plan of the proposed location of each present and future sign of any type, whether requiring a permit or not, except that incidental signs need not be shown.
- (2) **Uniform Signage Plan.** The owners of two (2) or more contiguous (disregarding intervening streets and alleys) Lots of Record, or the owner of a single lot with more than one principal building or one (1) principal building with multiple tenants, may file with the administrator a Uniform Signage Plan for such Lots of Record. If the Uniform Signage Plan conforms with the provisions of this section, a twenty-five (25) percent increase in the maximum total sign area shall be allowed for each included lot of record, in accordance with the following:
  - a. The bonus area shall be allocated within each lot of record as the owner(s) elects.
  - b. The number of freestanding signs may be computed based on the total feet of street frontage of all Lots of Record that are a part of the Uniform Signage Plan.
  - c. Regardless of how the bonus is distributed, no individual sign shall exceed fifty percent (50%) percent more area than it would otherwise have been allowed had it not been a part of a Uniform Signage Plan.
- (3) **Provisions of Uniform Signage Plan.** The Uniform Signage Plan shall contain all of the information required for a Master Signage Plan and shall also specify standards for consistency among all signs on the Lots of Record affected by the Plan with regard to:
  - a. Color scheme;
  - b. Lettering or graphic style;
  - c. Lighting;
  - d. Location of each sign on the buildings;
  - e. Material; and
  - f. Sign proportions.
- (4) **Showing Window Signs on Uniform or Master Signage Plan.** A Uniform Signage Plan or Master Signage Plan including window signs may simply indicate the areas of the windows to be covered by window signs and the general type of the window signs (e.g., paper affixed to window, painted, etched on glass, or some other material hung inside window) and need not specify the exact dimension or nature of every window sign.
- (5) **Limit on Number of Freestanding Signs Under Uniform Signage Plan.** The Uniform Signage Plan, for all Lots of Record with multiple uses or multiple users, shall limit the number of freestanding signs to a total of one (1) for each street on which the Lots of Record included in the plan have frontage and shall provide for shared or common usage of such signs.
- (6) **Other Provisions of Master or Uniform Signage Plans.** The Master or Uniform Signage Plan may contain such other elements or standards of consistency as the owners of the Lots of Record may reasonably determine, provided, that the most restrictive requirements shall apply.
- (7) **Consent.** The Master or Uniform Signage Plan shall be signed by all owners or their authorized agents in such form as the administrator shall require.
- (8) **Amendment.** A Master or Uniform Signage Plan may be amended by filing a new Master or Uniform Signage Plan that conforms with all requirements of the ordinance then in effect.

## MOLINE CODE OF ORDINANCES

- (9) **Existing Signs Not Conforming to Uniform Signage Plan.** If any new or amended Uniform Signage Plan is filed for a property on which existing non-conforming signs are located, it shall include a schedule for bringing into conformance, within seven (7) years, all signs not conforming to the proposed amended plan or to the requirements of this ordinance in effect on the date of submission.
- (10) **Binding Effect.** After approval of a Master or Uniform Signage Plan, no sign shall be erected, placed, painted or maintained, except in conformance with such plan, and such plan may be enforced in the same way as any provision of this ordinance. In case of any conflict between the provisions of such a plan and any other provision of this ordinance, the ordinance shall control.

### SEC. 3-2110. SIGN PERMITS.

If a sign requiring a permit under the provisions of this ordinance is to be placed, constructed, erected or modified on a lot of record, the owner of the lot shall secure a sign permit prior to the construction, placement, erection or modification of such a sign in accordance with the requirements of this section. The following procedures shall govern the application for, and issuance of, all sign permits under this ordinance, and the submission and review of Uniform Signage Plans and Master Signage Plans.

- (1) **Applicability.** Sign permits shall be required for all of the following:
- a. Any sign type shown on Table 3-2105.1 as requiring a sign permit.
  - b. Any modification of an existing sign that includes:
    1. A change in the materials, size, shape or location of the sign. This shall not include a material change in the sign face or message panel area, but shall not include a change in message or graphic only.
    2. Any change, other than a sign face, that results in an expenditure of twenty-five percent (25%) or more of the existing value of the sign.
    3. A change in any supporting or mounting component of an existing sign (such as poles and brackets) that requires a building permit as per the adopted building code.
    4. A change in the electrical service to an existing sign that requires an electrical permit as per the adopted electrical code.
  - c. A change of the approved Master or Uniform Signage Plan.
- (2) **Exemptions.** The following signs are exempt from having to receive a sign permit:
- a. Signs that are exempt from the provisions of this ordinance as per Sec. 3-2103.
  - b. Any sign type shown on Table 3-2105.1 as being allowed but not requiring a sign permit, or any modification to such an existing sign type providing that once modified, the existing sign conforms with all applicable provisions of this ordinance.
  - c. Any routine maintenance, repairs or repainting of an existing sign and any supporting or mounting components (such as poles and brackets) provided:
    1. There is no change in the size, shape or location of the sign; and
    2. The cost of the repairs is less than twenty-five percent (25%) of the existing value of the sign.
- (3) **Applications.** All applications for sign permits of any kind and for approval of a Master or Uniform Signage Plan shall be submitted to the administrator on an application form or in accordance with application specifications published by the administrator.

## ADVERTISING AND SIGNS

- (4) **Fees.** Each application for a sign permit or for approval of a Master or Uniform Signage Plan shall be accompanied by the applicable fees, which shall be established by the City Council from time to time by resolution.
- (5) **Completeness.** Within three (3) days of receiving an application for a sign permit or for a Uniform Master Signage Plan, the administrator shall review it for completeness. If the administrator finds that it is incomplete, the administrator shall, within such three- (3-)day period, send to the applicant a notice of the specific ways in which the application is deficient, with appropriate references to the applicable sections of this ordinance.
- (6) **Criteria for Approval.** The administrator shall review each application for a sign permit or Master or Uniform Signage Plan for consistency with the following criteria:
- a. Conformance with all applicable provisions of this ordinance;
  - b. If the permit is for an individual sign, conformance with the approved Master or Uniform Signage Plan;
  - c. Conformance with all conditions or provisions included in any applicable approved Temporary Use Permit, Special Use Permit, Conditional Use Permit, Planned Unit Development, Development Agreement, Licensing Agreement, Annexation Agreement, or Sign Variance; and
  - d. Conformance with all requirements of any applicable adopted zoning or design overlay district.
- (7) **Action on Sign Permit Application.** Within five (5) days of the submission of a complete application for a sign permit, the administrator shall either:
- a. Issue the sign permit, if the sign(s) that is the subject of the application conforms in every respect with the requirements of this ordinance and of the applicable Master or Uniform Signage Plan; or
  - b. Reject the sign permit if the sign(s) that is the subject of the application fails in any way to conform with the requirements of this ordinance or the applicable Master or Uniform Signage Plan. In case of a rejection, the administrator shall specify in the rejection the section or sections of the ordinance or applicable plan with which the sign(s) is inconsistent.
- (8) **Action on Master or Uniform Signage Plan Application.** Within ten (10) days of the submission of a complete application for a Master or Uniform Signage Plan, the administrator shall either:
- a. Approve the proposed plan if the sign(s) as shown on the plan and the plan itself conforms in every respect with the requirements of this ordinance; or
  - b. Reject the proposed plan if the sign(s) as shown on the plan or the plan itself fails in any way to conform with the requirements of this ordinance. In case of a rejection, the administrator shall specify in the rejection the section or sections of the ordinance with which the plan is inconsistent.
- (9) **Other Permits Required.** Upon approval of a sign permit, a building and/or electrical permit may also be required as per adopted codes. In such cases, neither a building nor electrical permit will be issued until the sign permit is first approved, and all required permits must be obtained prior to installation or modification of the subject sign.

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- (10) **Inspection.** The administrator shall inspect all signs issued a sign permit within six (6) months of issuance or at such earlier date as the owner may request but in any event, prior to passage of a final inspection or issuance of a certificate of occupancy of any related structures. If the construction is not substantially complete at the time of inspection, the permit shall lapse and become void. If the construction is substantially complete but not in full compliance with this ordinance and applicable codes, the administrator shall give the owner an additional thirty (30) days from the date of inspection for the deficiencies to be corrected. If the deficiencies are not corrected by such date, the permit shall lapse and the administrator may initiate enforcement actions as provided for in this ordinance and elsewhere in the Moline Code of Ordinances.
- (11) **Validity of Sign Permits.** Approved sign permits shall be valid for six (6) months from the date of issuance or, if issued simultaneously with building permits for a new or modified structure or other site improvements, until such time as the structure or other improvements receive a final inspection or certificate of occupancy.
- (12) **Validity of Master and Uniform Signage Plans.** Approved Master and Uniform Signage Plans shall be valid for as long as they are compliant with the provisions of this ordinance, including any future amendments to this ordinance.
- (13) **Assignment of Sign Permits.** A current and valid sign permit that does not also require a valid license agreement shall be freely assignable to a successor as owner of the property provided there are no changes made to the sign that would require a permit as per the provisions of this section.
- (14) **Amendments.** Approved sign permits and Master or Uniform signage may be amended by submitting a new application in accordance with the provisions of this section.
- (15) **Expiration of Sign Permit.** A sign permit shall expire immediately upon a finding of the administrator of any of the following:
- a. The sign has not been constructed in accordance with the sign permit and the sign owner has failed to correct all deficiencies after being provided one hundred eighty (180) days notice to do so by the administrator;
  - b. The sign is unsafe due to damage or a lack of maintenance and has not been repaired after being provided one hundred eighty (180) days notice to do so by the administrator;
  - c. The business the sign advertises has not operated for more than one hundred eighty (180) days on the lot of record on which the sign is located;
  - d. The product the sign advertises has not been available for more than one hundred eighty (180) days; and/or
  - e. The event the sign advertises occurred more than one hundred eighty (180) days in the past.
- (16) **Removal of Signs.** Upon the expiration of a sign permit, the sign face shall be removed or covered. Within one year of the expiration of a sign permit, all supporting poles, brackets, guy wires, frames, boxes and similar appurtenant members shall be removed.
- (17) **Appeals of Action.** Appeals of any action by the administrator on a sign permit or Master or Uniform Signage Plan may be submitted as per Sec. 3-2113 of this ordinance.

## ADVERTISING AND SIGNS

### SEC. 3-2111. NON-CONFORMING SIGNS AND SIGNS WITHOUT PERMITS.

A sign that would be permitted under this ordinance only with a sign permit, but which was in existence prior to adoption of this ordinance or on a later date when the property is annexed to the City, and which was constructed in accordance with the ordinances and other applicable laws in effect on the date of its construction, but due to its size, height, location, design or construction does not conform with the provisions of this ordinance shall be deemed a legal, non-conforming sign. Such signs may remain in place and be maintained for an indefinite period of time provided no modifications are made, other than to the face of a sign, that necessitate the issuance of a sign permit as per Section 3-2110 of this ordinance. Except for those signs exempted herein, any modifications that necessitate a sign permit shall result in the loss of the legal, non-conforming status of the sign and require its immediate full compliance with all provisions of this ordinance.

- (1) **Conversion of Off-premises Advertising Signs to Dynamic Display.** Any existing off-premises advertising sign which is located in a B-4, I-1, or I-2 zoning district, or located in a B-3 zoning district along a state or federal highway, may be converted from a static sign to a fully dynamic display sign without loss of the legal, non-conforming status of such sign, if applicable. Sign and structure elements may be modified as necessary to accommodate a 100% dynamic display provided that there will be no increase in total sign display area following the conversion, unless such increases are allowable under this section. The resulting dynamic, off-premises advertising sign may remain and be maintained indefinitely as such provided that such sign complies with brightness and visibility standards and all other requirements of this Code.
- (2) **Display Characteristics of Pre-existing Electronic Signs.** Any programmable, electronic sign which was lawfully erected prior to adopted standards for dynamic display signs may be deemed a legal, non-conforming sign due to its size, height, location, structural design, or construction. However, such electronic sign shall under no circumstances function as an animated sign, and the manner of display shall be adjusted so that the sign does not strobe, flash, flicker, animate, or sequence messages. The sign display shall comply with the minimum dwell time characteristic in Table 3-2105.2 and also comply with the luminance standards at Sec. 3-2107(5) of this Code.

### SEC. 3-2112. AMORTIZATION OF NON-CONFORMING SIGNS.

This section reserved for future use.

### SEC. 3-2113. APPEALS AND VARIANCES.

- (1) **Jurisdiction.** The Plan Commission is hereby vested with the following jurisdiction and authority:
  - a. To hear and decide appeals from and review any order, requirement, decision, or determination made by any person charged with the ministration of this ordinance, except appeals relating to construction which shall be taken to the Building Board of Appeals or the Electrical Appeals Board. The Plan Commission may reverse or affirm, wholly or in part, or may modify or amend the order, requirement, decision or determination appealed from, so long as supported by substantial evidence and so long as such Plan Commission decision is compliant in all terms with this ordinance and the standards and requirements set forth herein. To accomplish its charge, the Plan Commission shall also have all the powers and responsibilities of the officer from whom the appeals are taken.
  - b. To hear and decide all matters referred to it or upon which it is required to pass under this ordinance.

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- c. To hear and pass upon applications for variations from a strict application of this ordinance, in the manner and subject to the standards set out in Section 3-2113(8).
  - d. All decisions and findings of the Plan Commission, on appeal, or upon application for a variation after a hearing, shall, in all instances, be final administrative determinations and shall be subject to the Illinois Administrative Review Law, found generally at 735 ILCS 5/3-101 *et seq.*
- (2) **Right of Appeal.**
- a. Any person aggrieved by any ruling of any person charged with the administration of this ordinance may take an appeal to the appropriate appeal board: Plan Commission, Building Board of Appeals, or Electrical Appeals Board.
  - b. Appeals taken from requests relating to construction shall be filed with the building official or the electrical inspector, as the case may be, and shall be subject to the procedures established by those respective boards and are not subject to the provisions of this ordinance.
- (3) **Hearing of Appeals.**
- a. Any appeal to the Plan Commission shall be taken within thirty-five (35) days after the decision appealed is made and shall be filed with the department of planning and development as clerk for the Plan Commission. A notice of appeal shall specify the grounds therefore, together with any other information as may be necessary.
  - b. Such appeal shall be reasonably taken upon forms provided by the Plan Commission. The clerk shall transmit to the Commission all of the papers constituting the record upon which the action appealed was taken.
  - c. The Plan Commission shall fix a reasonable time and place for the hearing of appeals and shall give notice thereof to the persons appealing and to the officer from whom the appeal is taken. It shall hear and decide the appeal within a reasonable time. At the hearing, parties of interest may appear in person or by agent or attorney.
- (4) **Stay of Proceedings.** The appeal shall stay all proceedings and furtherance of the action appealed from unless the building official or electrical inspector certifies to the Plan Commission, after notice of appeal has been filed with said official or inspector, that by reason of facts stated in the certificate, stay would in said official's or inspector's opinion cause imminent peril to life or property. In such a case, the proceedings shall not be stayed otherwise than by a restraining order which may be granted by the Plan Commission or by a Court of Record on application, with notice to the officer from whom the appeal is taken and all due causes shown.
- (5) **Decisions on Appeal.** In exercising its powers, the Plan Commission may, upon the concurring vote of a majority of the members present that have achieved a quorum for the purpose of holding said hearing, reverse or affirm, wholly or in part, or may modify or amend the order, requirement, decision or determination appealed from, so long as supported by substantial evidence and so long as such Plan Commission decision is compliant in all terms with this ordinance and the standards and requirements set forth herein. To accomplish its charge, the Plan Commission shall also have all the powers and responsibilities of the officer from whom the appeals are taken.
- (6) **Application for Variance and Notice of Hearing.** An application for a variance authorized by this section shall be filed with the department of planning and development as clerk for the Plan Commission. The application shall be in such form and shall contain such information as the Commission shall prescribe by general rule. Upon receiving an application for a variation, the Commission shall, according to its rules of procedure, fix a reasonable time for a public hearing

## ADVERTISING AND SIGNS

thereon and give notice of same by regular mail to all interested parties as described and defined by City policy.

- (7) **Fee.** Any application for a variance shall be accompanied by a fee as shall be approved from time to time by the City Council.
- (8) **Authorized Variances.**
- a. The Plan Commission may vary the application of this ordinance in harmony with its general purpose and intent, in accordance with the procedure set forth herein, where there are practical difficulties or particular hardships in the way of carrying out the strict letter of any of the provisions of this ordinance. Any such variance shall be granted only after a public hearing before the Plan Commission.
  - b. A variance may be granted only when special circumstances are found to be present. The Plan Commission shall consider the application for a variance based on the following special circumstances and criteria:
    1. The variance request involves special circumstances relating to size, shape, topography, location or surroundings affect the property referred to in the application, when denial of said application would cause unreasonable or necessary hardship.
    2. That in granting the variance, said sign will not cause substantial injury to the value of other property in the vicinity nor be detrimental to the public safety or welfare and the neighborhood in which it is located.
    3. Off-site or on-site conditions exist which mitigate the adverse impacts, if any, created by granting the variance.
    4. In addition, the Commission may include conditions on the site where the sign is to be located if such conditions are necessary to preserve the character and integrity of the neighborhoods affected by the proposed sign and mitigate any adverse impacts which arise in connection with the approval of the variance.
- (9) **Decisions on Variances.** In exercising its powers, the Plan Commission may, upon the concurring vote of a majority of the members present that have achieved a quorum for the purpose of holding said hearing, grant the requested variance in whole, in part, or with such narrowly construed or narrowly tailored conditions as are absolutely necessary to meet the purpose and intent of this ordinance or deny the variance.
- (10) **Validity of Approved Variance.** Unless approved otherwise by the Plan Commission, an applicant shall have six (6) months to submit a complete application for a sign permit or Master or Common Signage Plan consistent with the approved variance. Failure to do so without receiving an extension from the Plan Commission shall result in the expiration of the approved variance.
- (11) **Special Exception for Installation of a Non-Conforming Sign.**
- a. In addition to the Plan Commission's ability to consider and grant variances as prescribed in the preceding section, the Plan Commission may also grant a special exception for non-conforming signs. The purpose of the special exception is to set forth a procedure whereby the Plan Commission may grant approval to an applicant to install a non-conforming sign when the applicant is able to demonstrate that two (2) or more of the following situations are present:

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1. The proposed non-conforming sign is replacing an existing non-conforming sign and reducing the non-conforming sign's size by at least ten percent (10%) and does not increase any other existing non-conformity or create any other new non-conformities.
  2. The proposed non-conforming sign is replacing an existing non-conforming sign and reducing the non-conforming sign's height by at least ten percent (10%) and does not increase any other existing non-conformity or create any other new non-conformities.
  3. The proposed non-conforming sign is reducing the overall number of freestanding signs by at least twenty-five percent (25%) and the proposed non-conforming sign does not exceed any size or location requirement by more than twenty percent (20%).
  4. The proposed non-conforming sign is part of a sign standardization package where multiple signs will exhibit standards of consistency as identified in Section 3-2109(3).
- b. Application for and notice of hearing for a special exception for the installation of a non-conforming sign shall be as described in Section 3-2003(6).
  - c. In exercising its powers, the Plan Commission may, upon the concurring vote of a majority of the members present, grant or deny the requested special exception for the installation of a non-conforming sign based on the application of the criteria specified in 3-2113(11)(a); provided that said request is otherwise consistent and in harmony with the general purpose and intent of this ordinance.

### **SEC. 3-2114. VIOLATIONS.**

Any of the following shall be a violation of this ordinance and shall be subject to the enforcement remedies and penalties provided by this ordinance, by other applicable provisions of the Moline Code of Ordinances and by state law:

- (1) To install, create, erect, or maintain any sign in a way that is inconsistent with any plan or permit governing such sign or the lot of record on which the sign is located;
- (2) To install, create, erect, or maintain any sign requiring a permit without such a permit;
- (3) To install, create, erect, or maintain any sign in a way that is inconsistent with any plan or permit governing such sign or the lot of record on which sign is located;
- (4) To fail to remove any sign that is installed, created, erected or maintained in violation of this ordinance, or for which the sign permit has lapsed; or
- (5) To continue any such violation. Each such day of a continued violation shall be considered a separate violation when applying the penalty portions of this ordinance.
- (6) Each sign installed, created, erected, or maintained in violation of this ordinance shall be considered a separate violation when applying the penalty portions of this ordinance.

### **SEC. 3-2115. ENFORCEMENT AND REMEDIES.**

## **ADVERTISING AND SIGNS**

- (1) This ordinance shall be administered by the department of planning and development. Upon a presentation of proper credentials, duly authorized representatives may enter at reasonable times any building, structure, or premises in the City to perform any duty imposed on them by this ordinance.
- (2) Any violation or attempted violation of this ordinance or of any condition or requirement adopted pursuant hereto may be restrained, corrected or abated, as the case may be, by injunction or other appropriate proceedings pursuant to state law. A violation of this ordinance shall be considered a violation of the zoning ordinance of the City. The remedies of the City include, but are not limited to, the following:
  - a. Issuing a stop-work order for any and all work on any signs on the same lot of record;
  - b. Seeking an injunction or other order of restraint or abatement that requires the removal of the sign(s) or the correction of the nonconformity;
  - c. Imposing any penalties that can be imposed directly by the City under the zoning ordinance;
  - d. Seeking in court the imposition of any penalties that can be imposed by such court under the zoning ordinance; and
  - e. In the case of a sign that poses an immediate danger to the public health or safety, taking such measures as are available to the City under the applicable provisions of the zoning ordinance and building code for such circumstances.
  - f. The City shall reserve the right to process any violations of this ordinance via Administrative Code proceedings, pursuant to Chapter 2 of the Moline Code of Ordinances.
- (3) The City shall have such other remedies as are and as may from time to time be provided for or allowed by law, ordinance, rule, or regulation for the violation of the zoning ordinance.
- (4) All such remedies provided herein shall be cumulative. To the extent that state law may limit the availability of a particular remedy set forth herein for a certain violation or a part thereof, such remedy shall remain available for other violations or other parts of the same violation.

### **SEC. 3-2116. SEVERABILITY.**

If any section, subsection, sentence, clause, phrase, or word of this ordinance is for any reason held to be invalid; such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have adopted the ordinance and each section, subsection, sentence, clause, phrase, or word thereof without incorporation in this ordinance of any such invalid section, subsection, sentence, clause, phrase or word.

## MOLINE CODE OF ORDINANCES

### List of Chapter Amendments by Ordinance No.:

Ord. No. 2000-06-03; Sec. 3-1201 (d)(6) repealed, new subsection (d)(6) enacted; 06/06/2000;  
Ord. No. 2002-11-05; Art. II, "Signs," repealed in its entirety; new Art. II, "Signs," enacted; 11/26/02;  
Ord. No. 2003-11-02; Table 3-2105.2 repealed; new Table 3-2105.2 enacted; 11/12/03;  
Ord. No. 3007-2005; Table 3-2105.2 repealed; new Table 3-2105.2 enacted; 02/01/05;  
Ord. No. 3007-2005; Sec. 3-2106(1) repealed; new Sec. 3-2106(1) enacted; 02/01/05;  
Ord. No. 3036-2005; new Sec. 3-2113(11) enacted; 05/24/05; codified 09/11/08 pursuant to omission from prior codification;  
Ord. No. 3020-2006; Table 3-2105.2 repealed; new Table 3-2105.2 enacted; 04/18/06;  
**Ord. No. 3021-2011; Chapter 3 repealed in its entirety; new Chapter 3 enacted; 06/07/11**  
Ord. No. 3030-2011; Sec. 3-2102(3) repealed, new subsection (3) enacted; 08/02/11;  
Ord. No. 3030-2011; Table 3-2105.1 repealed; new Table 3-2105.1 enacted; 08/02/11;  
Ord. No. 3030-2011; Table 3-2105.3 repealed; new Table 3-2105.3 enacted; 08/02/11;  
Ord. No. 3030-2011; Sec. 3-2107 repealed; new Sec. 3-2107 enacted; 08/02/11

Council Bill/Resolution No.: 1149-2012

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

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute a contract with A.J. Excavating, Inc. for Project #1146, 2012 Alley Reconstruct, in the amount of \$173,674.00.

\_\_\_\_\_  
WHEREAS, bids were publicly read on February 21, 2012; and

WHEREAS, bids were solicited with A.J. Excavating, 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 A.J. Excavating, Inc. for Project #1146, 2012 Alley Reconstruct, in the amount of \$173,674.00; provided, however, that said contract is substantially similar in form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit "A" and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
March 6, 2012

Date

Passed: March 6, 2012

Approved: March 13, 2012

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

Approved as to form:

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

# CITY OF MOLINE CONTRACT

THIS AGREEMENT, made and concluded this \_\_\_\_ day of \_\_\_\_\_, A.D., 2012, between **A.J. EXCAVATING, INC.** of **P.O. BOX 1032, BETTENDORF, IA 52722**, 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 SEVENTY THREE THOUSAND SIX HUNDRED SEVENTY FOUR AND NO/100 (\$173,674.00) 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 NO. 1146 – 2012 ALLEY RECONSTRUCT** 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 4004-2012 are updated monthly by the Illinois Department of Labor and may be found at:

[http://www.state.il.us/agency/idol/rates/ODDMO/ROCK\\_ISL.htm](http://www.state.il.us/agency/idol/rates/ODDMO/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 SEVENTY THREE**

**THOUSAND SIX HUNDRED SEVENTY FOUR AND NO/100 (\$173,674.00) 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

Council Bill/Resolution No.: 1150-2012

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

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to enter into Temporary Technical Assistance Agreements with McClure Engineering Associates, Inc., Missman, Inc., Shive-Hattery, and TEAM Services to assist the Public Works Department, Engineering Division to assist in implementing the FY 2012 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 staff does not possess to assist in implementing the FY 2012 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 enter into Temporary Technical Assistance Agreements with McClure Engineering Associates, Inc., Missman, Inc., Shive-Hattery, and TEAM Services to assist the Public Works Department, Engineering Division to assist in implementing the FY 2012 Capital Improvement Program; provided, however, that said agreements are substantially similar in form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit "A" and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

March 6, 2012

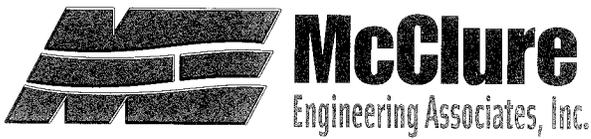
Passed: March 6, 2012

Approved: March 13, 2012

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

Approved as to form:

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



January 5, 2012

Mr. Scott Hinton, P.E.  
City Engineer  
City of Moline  
Public Works Department  
3635 4<sup>th</sup> Avenue  
Moline, IL 61265

RE: 2012 Hourly Rate Schedule

Dear Mr. Hinton:

As requested, we have enclosed a schedule of our current hourly rates.

We have a staff of 34 associates, including 12 licensed professionals, assigned to the Quad City Division with the necessary training and experience to assist the City with any project. We have capabilities in general municipal, transportation, water, wastewater, drainage, structural and geotechnical engineering and surveying. In addition, we have full-time dedicated staff for construction management, observation, inspection, layout and materials testing. In most cases we will be able to respond on short notice to your requests for assistance with our total staff of over 124 associates company-wide.

We would be happy to meet with you to discuss staffing any specific project needs for the City. If you desire to utilize our staff for any specific projects we would be pleased to prepare an agreement with a specific scope of services and fee or work from a City purchase order. If you have any questions or comments, please do not hesitate to contact us.

Thank you for this opportunity and we look forward to working with the City again.

Sincerely,

**McClure Engineering Associates, Inc.**

A handwritten signature in cursive script, appearing to read "Brett J. Fetter".

Brett J. Fetter, P.E.  
Division Manager/Vice President

A handwritten signature in cursive script, appearing to read "Steven P. Math".

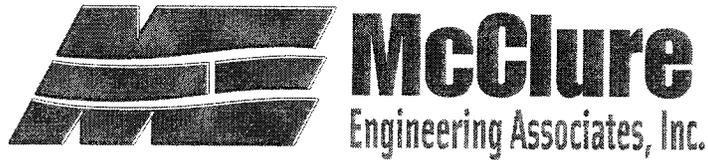
Steven P. Math, P.E.  
Project Manager

\_\_\_\_\_  
Mayor – City of Moline

Cc: Ali Gharamti

\_\_\_\_\_  
Date

Encl. (1) 2012 Hourly Rate Schedule



## 2012 Hourly Rate Schedule

Principal In Charge.....	\$140.00/hr
Project Manager .....	\$115.00/hr
Project Engineer/Professional Engineer.....	\$105.00/hr
Survey Crew (Two Man).....	\$135.00/hr
Licensed Land Surveyor.....	\$110.00/hr
Licensed Structural Engineer .....	\$135.00/hr
Resident Engineer .....	\$88.25/hr
Engineering Intern.....	\$74.50/hr
CAD Technician.....	\$61.50/hr
Sr. Field/Design Technician .....	\$88.25/hr
Field/Design Technician III .....	\$80.00/hr
Field/Design Technician II.....	\$62.75/hr
Field/Design Technician I .....	\$52.50/hr
Clerical .....	\$55.00/hr
Nuclear Density Testing Equipment .....	\$11.00/test
Concrete Cylinder Testing.....	\$15.00/ea
Concrete Cylinder Molds .....	\$2.00/ea
Concrete Beam Testing .....	\$25.00/ea
GPS Equipment.....	\$400.00/day
Mileage.....	\$0.75/mi
Survey Pin with Cap.....	\$3/ea
Concrete Monuments .....	\$50.00/ea
Copies.....	\$0.20/ea
Prints (24" x 36") .....	\$2/ea
Per Diem.....	\$26/day
Lodging & Other Transportation.....	Cost
Sub-Consultants .....	Cost + 5%
Reimbursable Expenses.....	Cost +10%
Overtime Rates .....	Hourly Rate +35%
25% Surcharge for Depositions & Expert Witness Testimony	

Rates effective through December 2012

Updated 12/22/11  
u:\eer\misc\hourly rate schedule 2012.doc



January 6, 2012

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 2012. These rates would be in effect until December 31, 2012 and are as follows:

<b>Project Hourly Rate Schedule</b>	
<b>Classification</b>	<b>Rate</b>
Principal	\$165.00
Senior Project Manager	\$135.00
Project Manager	\$125.00
Project Engineer	\$110.00
Design Engineer	\$75.00
Land Survey Manager	\$125.00
Land Surveyor	\$115.00
Survey Party Chief	\$75.00
Survey Technician	\$50.00
Senior Engineering Technician	\$95.00
Engineering Technician	\$60.00
CAD Operator	\$50.00
Construction Services Manager	\$125.00
Construction Services Senior Technician	\$85.00
Construction Services Technician	\$70.00
Project Coordinator	\$70.00
Environmental Scientist	\$70.00
Network Manager	\$100.00
Clerical & Administration	\$45.00
Engineering Intern	\$30.00
Survey – Two Man Crew	\$130.00
Survey – Robotic	\$95.00
Survey – RTK	\$110.00

January 1, 2012  
**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 6, 2012  
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 in the enclosed envelope. 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  
Patrick D. Eikenberry  
President

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2012

CITY OF MOLINE

By \_\_\_\_\_

Title \_\_\_\_\_

January 5, 2012

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

RE: Proposal for Agreement for Professional Consulting Services

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 2012.

**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

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/als

**STANDARD HOURLY FEE SCHEDULE**  
**Effective January 1, 2012 to December 31, 2012**

**PROFESSIONAL STAFF:**

Grade 1	\$ 76.00
Grade 2	\$ 88.00
Grade 3	\$ 99.00
Grade 4	\$110.00
Grade 5	\$120.00
Grade 6	\$131.00
Grade 7	\$145.00
Grade 8	\$159.00
Grade 9	\$174.00

**TECHNICAL STAFF:**

Grade 1	\$ 51.00
Grade 2	\$ 61.00
Grade 3	\$ 70.00
Grade 4	\$ 79.00
Grade 5	\$ 88.00
Grade 6	\$ 98.00
Grade 7	\$109.00

**ADMIN STAFF:** \$ 51.00

**SURVEY STAFF:**

One Person	\$100.00
Two Person	\$154.00

**REIMBURSABLE EXPENSES:**

**TRAVEL**

Mileage- Car/Truck	\$0.55/ Mile
Mileage- Survey Trucks	\$0.65/ 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

**3-D Scanner/Hour**

\$300.00

# 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 parenthesis 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 contractors' 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 supersedes 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 24, 2012

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

**TEAM Services**

Geotechnical & Material Consultants

Testing Laboratory Cert 576.01  
Validated by the U.S. Army Corps of Engineers

Attn: Rhonda Bartz

Email: rbartz@moline.il.us

Re: Construction Testing & Inspection Services  
Testing Services for Construction Materials 2012  
Moline IL  
TEAM Proposal No. 18-714.0

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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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.

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

	Observations/tests to be performed	\$ Unit rates	Units
1.	• Services of Principal Engineer	\$110.00	/hour
2.	• Services of Project Engineer	\$67.00	/hour
3.	• Services of Senior Project Engineer	\$82.00	/hour
4.	• Services of Senior Engineering Technician	\$54.00	/hour
5.	• Services of Batch Plant Technician	\$48.00	/hour
6.	• Services of Lab Technician Level II	\$39.50	/hour
7.	• Services of Lab Technician Level III	\$42.00	/hour
8.	• Services of Field Technician	\$39.50	/hour
9.	• Services of AWS CWI Welding Inspector	\$60.00	/hour
10.	Compressive Strength Tests of 6 x 12 in. Cylinder, including Molds	\$10.50	/test
11.	Compressive Strength Tests of 6 x 12 in. Cylinder, including Recycled Molds	\$10.00	/test
12.	Standard Proctor Test (ASTM D-698)	\$95.00	/test
13.	Sieve Analysis (unwashed)	\$35.00	/test
14.	Transportation Charges, Private Car or Company Vehicle	\$0.69	/mile

Please note our attached general terms and conditions. These should be considered a part of our contract for services. Should you find that this proposal meets your needs, please sign in the space provided below and return a signed copy to us. If you have any questions regarding this proposal, please do not hesitate to contact us. We appreciate the opportunity to be of service.

Sincerely,  
 TEAM Services  
  
 (es) Chad Hale  
 Quad Cities Construction Manager

Attachments: General Terms and Conditions, Scope of Accreditation

ACCEPTANCE

BY: \_\_\_\_\_ FOR: \_\_\_\_\_ DATE: \_\_\_\_\_  
 (Name of Individual) (Name of Firm)

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.

**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 bodily injury limits of \$500,000/\$500,000 and property damage limits of \$100,000. 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.

**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.

SCOPE OF ACCREDITATION TO ISO/IEC 17025:2005  
TEAM SERVICES, INC.  
717 SE 6th Street  
Des Moines, IA 50309  
Jeff Roberts Phone: 515 282 8818

Valid To: April 30,2011

Certificate Number: 0576.01

In recognition of the successful completion of the A2LA evaluation process, accreditation is granted to this laboratory for:

CONSTRUCTION MATERIALS ENGINEERING

ASTM: C1077 (concrete), D3666 (bituminous), D3740 (soils), E329 (construction materials)

CONSTRUCTION MATERIALS TESTING

Concrete:

ASTM:	C31*	C39	C42*	C78	C138*	C143*	C172*	C173*	C174
	C192	C231*	C293	C617	C805*	C1064*	C1019	C1231	C1314
	E1155*								

Cement:

ASTM:	C109	C183							
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Masonry:

ASTM:	C140	C780 (Annex 1 and 7)		C1019	C1314				
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Aggregates:

ASTM:	C29	C40	C70	C88	C117	C127	C128	C131	C136
	C566	C702	D75*	D4791	D5821				
AASHTO:	T304								

Soils:

ASTM:	D421	D422	D698	D854	D1140	D1556*	D1557	D2216	D2419
	D2487	D2488*	D4253	D4254	D4318	D4643	D4718	D6938	

Bituminous:

ASTM:	D75*	D979*	D204I	D2172 (Reflux Only)	D2726	D2950*	D3203
	D3549	D3665	D4867	D6307	D6925	D6926	D6927
AASHTO:	T30	T245	TP4				

Steel:

Field:	AWS.D 1.1, Erection Shop:	AWS, D1.1, Visual Welder Inspection
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Fireproofing:

ASTM:	E605
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Fireproofing Adhesion:

ASTM:	E736
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*\* This laboratory meets A2LA R104 -General Requirements: Accreditation of Field Testing and Field Calibration Laboratories for these tests or calibrations*



## 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:

May 13, 2010

Concrete and Materials Branch

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

An inspection of your materials testing laboratory was performed on March 24-25, 2010. You provided deficiency corrections to the materials Testing Center (MTC) on May 13, 2010. 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, C136, C131, C227, C535, C702, and D75.

**Bituminous Tests:** ASTM D140, D2041, D2172, D2726, D2950, D3203, D3665, D3666, D5444, D6926, D6927, E329, and CRD-C650.

**Concrete Tests:** ASTM C31, C39, C138, C143, C172, C231, C1064, C42, C174, C470, C496, C511, C617, C1077, C1231, and E329.

**Soil Tests:** ASTM D421, D422, D698, D854, D1140, D1556, D1557, D1883, D2168, D2216, D2434, D2487, D2488, 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://www.wes.army.mil/SL/MTC/mtc.htm>. 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 March 25, 2012 two (2) years from the date of the inspection.

Sincerely,

Alfred B. Crawley, PE  
Director  
Materials Testing Center

Copy Furnished:  
Doug Comer / Louisville District

Council Bill/Ordinance No.: 4007-2012

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

A SPECIAL ORDINANCE

CLOSING certain streets more particularly described herein to vehicular traffic; and

AUTHORIZING the use of public right-of-way in conjunction with the Young Life 5K Race to be held on Saturday, March 24, 2012.

\_\_\_\_\_

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

**Section 1** – That this Council hereby authorizes and directs the Mayor, Director of Public Works and Police Chief to erect barricades and post temporary signs, if necessary, for the purpose of closing the following designated roadways to vehicular traffic during the specified times mentioned herein:

Saturday, March 24, 2012, from 7:00 a.m. until 11:00 a.m.

34<sup>th</sup> Street between 24<sup>th</sup> and 26<sup>th</sup> Avenues  
26<sup>th</sup> Avenue between 34<sup>th</sup> and 47<sup>th</sup> Streets  
47<sup>th</sup> Street between 26<sup>th</sup> and 34<sup>th</sup> Avenues.

It shall be an offense to use said roadway for vehicular purposes during such time specified herein.

**Section 2** – That this Council declares the intent of this ordinance to be a temporary variance from other ordinances that may be in conflict herewith and shall authorize the activities described hereinabove only during such times specified for the street closings and shall not constitute a repeal of other ordinances of the City of Moline which are in conflict herewith.

**Section 3** – That this ordinance shall be in full force and effect from and after passage, approval, and if required by law, publication in the manner provided for by law.

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

Passed: \_\_\_\_\_

Approved: \_\_\_\_\_

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

Approved as to form:  
  
\_\_\_\_\_  
City Attorney

Council Bill/Special Ordinance No. 4008-2012

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

A SPECIAL ORDINANCE

VACATING the alley right-of-way located south of Parcel MO-8272 (400 19<sup>th</sup> Street) and north and adjacent to Parcels MO-8273, MO-8275 and MO-8277, in the City of Moline, being more particularly described below in Section 2.

\_\_\_\_\_

WHEREAS, Deere and Company (“Deere”) seeks additional parking for its employees who work at 400 19<sup>th</sup> Street, Moline, Parcel MO-8272, and has negotiated a lease agreement with the City of Moline to construct a parking lot on the City owned parcels to the south of Deere’s building, Parcels MO-8273, MO-8275 and MO-8277; and

WHEREAS, there is an alley that separates the Deere building from the proposed parking lot that no longer serves the residents of Moline and would be better utilized as part of the City-owned parcels to be leased to Deere; and

WHEREAS, Deere requests and the City agrees that the alley right-of-way located directly south and adjacent to Deere’s building located at 400 19<sup>th</sup> Street, Parcel MO-8272, and directly north of the City-owned parcels, be vacated to the City so the property can be more fully used; and

WHEREAS, this Special Ordinance is based upon the statutory authority provided in 65 ILCS 5/11-91-1.

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

**Section 1** – That this Council hereby finds and declares upon the recommendation of its Committee-of-the-Whole that it is in the best interests of the City of Moline, Illinois, to vacate the right-of-way hereinafter described below to itself because the need to serve residents no longer exists.

**Section 2** – That the alley right-of-way located south of 400 19<sup>th</sup> Street, Parcel MO-8272, and north of and adjacent to Moline Township Tax Parcels MO-8273, MO-8275 and MO-8277, in the City of Moline, is legally described in Exhibit A, which is attached hereto, and by this reference made a part hereof. The Exhibit B tract is owned by the City of Moline, an Illinois municipal corporation; said Exhibit B is attached hereto and by this reference made a part hereof; Exhibit B tract is a/k/a Tax Parcels MO-8273, MO-8275 and MO-8277. The City of Moline may acquire title to the entire vacated alley that is legally described in the attached Exhibit A as provided by law to be dedicated to the property described in Exhibit B that abuts the south side of the alley.

**Section 3** – That this request for vacation of public right-of-way complies with the City of Moline Vacation Policy and complies with the statutes of the State of Illinois applicable thereto, and this vacation is specifically being made pursuant to State Statute 65 ILCS 5/11-91-1 and the City’s home rule powers, in that the City of Moline is the owner of the abutting and adjacent Parcels MO-8273, MO-8275 and MO-8277; and the City has determined that the fair market value for the vacated tract described in Exhibit A, is, in fact, Fourteen Thousand Five Hundred Eighty-six and 00/100 Dollars (\$14,586.00), and the City of Moline, Illinois has agreed to pay said sum and, in fact, has tendered said sum to the City of Moline, Illinois.

**Section 4** – That this Council finds that it is in the best interest of the City of Moline to direct the vacated interest in said alley right-of-way to the abutting City-owned properties, Parcels MO-8273, MO-8275 and MO-8277, being more particularly described in the attached Exhibit B, in exchange for the payment of the fair market value in the amount of Fourteen Thousand Five Hundred Eighty-six and 00/100 Dollars (\$14,586.00), the receipt of which is hereby acknowledged by the City of Moline, and a quit claim deed to the City of Moline.

**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

## Exhibit A

Part of the Northeast Quarter of Section 32, Township 18 North, Range 1 West of the Fourth Principal Meridian, Rock Island County, State of Illinois, also being part of Wood's 3<sup>rd</sup> Addition to the City of Moline described as follows:

That twenty foot alley immediately adjacent and north of Lot 5, Lot 6 and the west 60 feet of Lot 7 in Block 8 of said Wood's 3<sup>rd</sup> Addition.

## Exhibit B

Part of the Northeast Quarter of Section 32, Township 18 North, Range 1 West of the Fourth Principal Meridian, Rock Island County, State of Illinois, also being part of Wood's 3<sup>rd</sup> Addition to the City of Moline described as follows:

Lot 5, Lot 6 and the west 60 feet of Lot 7 in Block 8 of said Wood's 3<sup>rd</sup> Addition.