City of Moline
619 16 Street, Moline – 2nd Floor
Council Chambers

Committee-of-the-Whole Agenda

6:30 p.m.

Tuesday, February 21, 2012

Questions on the Agenda

Agenda Items

1. **Amendment to Chapter 3, "Advertising and Signs", of the Moline Code of Ordinances – dynamic (electronic) signs.** (Shawn Christ, Land Development Manager)

2. **Agreement with Quality Controlled Staffing, Inc. for temporary and seasonal staffing services.** (Alison Fleming, Human Resources Manager)

3. **Replacement of Police Department's Arbitrator 360 Server.** (Nate Scott, Information Technology Manager)

4. **Approval of a Pre-funding Agreement between the City of Moline, Illinois and Quad City Chamber of Commerce, Inc. concerning the proposed establishment of a redevelopment project area and adoption of tax increment financing in regards to SouthPark Mall (**Ray Forsythe, Planning & Development Director)

5. **Approval of a Development Agreement between the City of Moline and Berglund Lofts, LLC for property located at 1317-1321 5th Avenue, Moline** (Ray Forsythe, Planning & Development Director)

6. **Approval of a Contract with Peterson Parking Lot Striping for Project #1154, 2012 Joint Pavement Marking Program** (Scott Hinton, City Engineer)

7. **Approval of a Contract with Centennial Contractors, Inc. for Project #1143, 2012 Residential Reconstruction Program** (Scott Hinton, City Engineer)

8. **Approval of a Contract with Centennial Contractors, Inc. for Project #1157, 16th Street Watermain Replacement** (Scott Hinton, City Engineer)

9. **Approval of a Memorandum of Understanding Related to the Cost Sharing of Aesthetic and Local Utility Improvements Included in the I-74 Bridge Replacement Project** (Scott Hinton, City Engineer)

10. **Other**

Explanation

1. **Amendment to Chapter 3, "Advertising and Signs", of the Moline Code of Ordinances – dynamic (electronic) signs.** (Shawn Christ, Land Development Manager)

Explanation: The existing sign code is inadequate given new display technologies. Dynamic signs can be obtrusive and findings show that driver distraction increases with digital signs; a two-second distraction doubles the risk of a crash or near-crash. After multiple public meetings and input from businesses and sign companies, a proposal is ready for consideration. A redlined draft of the sign code amendments and also a presentation summary are attached for your review. The proposal includes:

- Controls on placement, size, and illumination of dynamic signs.
- Limitations on display characteristics (no animation, scrolling, flashing, sequencing, etc.). Note for citywide consistency, these would also apply to existing electronic signs that are programmable.
- More frequent message changes; reduced from once per day to once per 12 to 60 seconds, depending on zoning district.
- No new 100% dynamic billboards, but allowance to convert existing billboards in certain commercial and industrial districts.

The Plan Commission reviewed the proposed amendments and voted to recommend approval (6-2) at its February 8, 2012, meeting.

Staff Recommendation: Concur with Plan Commission
Fiscal Impact: None
Public Notice/Recording: N/A
Goals Impacted: Desirable Place to Live; Quality Neighborhoods; Improved City Infrastructure & Facilities; Strong Local Economy

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2. **A Resolution authorizing the Mayor and City Clerk to execute an Agreement with Quality Controlled Staffing, Inc. for temporary and seasonal staffing services beginning March 1, 2012 through February 28, 2015.** (Alison Fleming, Human Resources Manager)

Explanation: A request for proposals was published, and Quality Controlled Staffing, Inc. provided the proposal that was most advantageous to the City and in the City's best interest. The agreed upon and mutually beneficial agreement fulfills all temporary and seasonal staffing needs of City departments and also contains the insurance and liability coverage requested. The contract will be effective March 1, 2012 and run for three years with an option to extend at the end of the third year. Additional documentation attached.

Staff Recommendation: Approve
Fiscal Impact: Budgeted in various line items.
Public Notice/Recording: N/A
Goal Impacted: Financially Strong City

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3. **Replacement of Police Department's Arbitrator 360 Server.** (Nate Scott, Information Technology Manager)

Explanation: Staff requests Council approval to use contingency funds to purchase an emergency replacement of the server that hosts the Arbitrator Kit 360 system, which manages all videos from the Panasonic Arbitrator in-car camera units from Hewlett-Packard. One of the hard drives in the current server failed in late 2011, compromising the reliability of the system. The videos have also required

more space than originally planned for, making the current hardware setup obsolete. Recent legislation has passed that requires inclusion of any such video with officer testimony at trial, making the system even more critical. DUI funds, which were used for original procurement, are not available at this time. Additional documentation attached. *This item also appears on the February 21, 2012 City Council Agenda under "Items Not on Consent."*

Staff Recommendation: Staff recommends approval to use contingency funds for immediate replacement.
Fiscal Impact: $11,084.51 from General Fund Contingency.
Public Notice/Recording: N/A
Goals Impacted: Improved City Infrastructure and Facilities

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4. **Approval of a Pre-funding Agreement between the City of Moline, Illinois and Quad City Chamber of Commerce, Inc. concerning the proposed establishment of a redevelopment project area and adoption of tax increment financing in regards to SouthPark Mall (**Ray Forsythe, Planning & Development Director)

Explanation: The Quad City Chamber of Commerce, Inc. is interested in assisting with the facilitation of the redevelopment of SouthPark Mall and the properties adjacent to SouthPark Mall. The property is generally located in an area fronting on and including the area south of 36th Avenue, north of North Shore Drive, east of the parcels fronting on 16th Street and west of the parcels fronting on 27th Street and those parcels located on property commonly described as SouthPark Mall. The Quad City Chamber of Commerce will pay $35,000.00 to be deposited by the City into an account to be identified as the "SouthPark Mall TIF Account." These funds shall be drawn upon by the City for payment of all reasonable or necessary costs incurred by the City to complete the TIF process. Additional documentation attached.

Staff Recommendation: Approval
Fiscal Impact: Quad City Chamber will submit $35,000.00 to be deposited into the "SouthPark Mall TIF Account"
Public Notice/Recording: N/A
Goals Impacted: Financially Strong City; Strong Local Economy; Quality Neighborhoods & Vibrant Downtown

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5. **Approval of a Development Agreement between the City of Moline and Berglund Lofts, LLC for property located at 1317-1321 5th Avenue, Moline** (Ray Forsythe, Planning & Development Director)

Explanation: The City wishes to enter into a development agreement with Berglund Lofts, LLC ("Developer") to facilitate in Developer's rehabilitation of property located at 1317-1321 5th Avenue, Moline. The project will include the Developer's purchase of the property's building and land and rehabilitation of the property to include commercial space and 28 loft apartments; it will be located in the TIF #1 District. The total project cost is approximately $2,500,000. The Developer has requested a property tax rebate from the net incremental real estate taxes to make the project financially feasible. The City's total payment from the net increment shall not exceed 15% of the total project costs and shall not extend beyond the TIF district's expiration date of December 31, 2021. Additional documentation attached.

Staff Recommendation: Approval
Fiscal Impact: Increased property and sales taxes
Public Notice/Recording: N/A
Goals Impacted: Financially Strong City; Quality Neighborhoods & Vibrant Downtown; Desirable Place to Live

6. **Approval of a Contract with Peterson Parking Lot Striping for Project #1154, 2012 Joint Pavement Marking Program** (Scott Hinton, City Engineer)

Explanation: Bids were opened and publicly read on February 14, 2012 for Project #1154 with the following results:

$291,657.50	Peterson

This is a joint project with East Moline and Rock Island. Moline's portion of the bid total is $154,516.25.00. Additional documentation attached.

Staff Recommendation: Staff recommends approval of a contact with the lowest responsible and responsive bidder, Peterson Parking Lot Striping.

Fiscal Impact: Funds are budgeted as follows:

BUDGETED	AS BID	ACCOUNT	
$100,000.00	$154,516.25	# 510-9965-438.04-25	Utility Tax, Contractual Repairs
		# 310-1716-434.04-25	Water, Contractual Repairs
		# 320-1835-433.08-30	WPC, San Sewer Contracts
		# 330-1971-433.08-35	Storm Water Projects
$100,000.00	$154,516.25		

Public Notice/Recording: N/A

Goals Impacted: Financially Strong City & Improved City Infrastructure

7. **Approval of a Contract with Centennial Contractors, Inc. for Project #1143, 2012 Residential Reconstruction Program** (Scott Hinton, City Engineer)

Explanation: Bids were opened and publicly read on February 14, 2012 for Project #1143 with the following results:

$648,943.50	Centennial Contractors
$720,244.00	Miller Trucking and Excavating
$724,864.50	Valley Construction
$732,199.50	McCarthy Improvement Company
$757,475.75	Brandt Construction
Non-Responsive	Langman Construction
Non-Responsive	Walter D Laud

Additional documentation attached.

Staff Recommendation: Staff recommends approval of a contact with the lowest responsible and responsive bidder, Centennial Contractors, Inc.

Fiscal Impact: Funds are budgeted and available as follows:

ACCOUNT	BUDGETED	AS-BID	
Utility Tax	615,000.00	577,818.50	510-9965-438.08-10
Water	1,000.00	900.00	310-1716-434.04-25
WPC	5,500.00	6,250.00	320-1835-433.08-30
Storm	102,500.00	63,975.00	330-1971-433.08-35
	724,000.00	648,943.50	

Public Notice/Recording: N/A

Goals Impacted: Financially Strong City & Improved City Infrastructure

8. **Approval of a Contract with Centennial Contractors, Inc. for Project #1157, 16th Street Watermain Replacement** (Scott Hinton, City Engineer)

Explanation: Bids were opened and publicly read on February 14, 2012 for Project #1157 with the following results:

$111,307.75	Miller Trucking and Excavating
$131,581.00	Langman Construction
$181,325.00	Valley Construction
$219,335.75	KCM Corporation
$285,491.00	Brandt Construction
$360,000.00	Walter D Laud

Additional documentation attached.

Staff Recommendation: Staff recommends approval of a contact with the lowest responsive and responsible bidder, Miller Trucking and Excavating.

Fiscal Impact: Funds are not budgeted for this work in the 2012 budget, however Water funds are available. Staff presented this project to the Committee-of-the-Whole at the January 17, 2012 meeting at which time the Committee approved moving forward with the project.

Public Notice/Recording: N/A

Goals Impacted: Financially Strong City; Strong Local Economy; Quality Neighborhoods

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9. **Approval of a Memorandum of Understanding Related to the Cost Sharing of Aesthetic and Local Utility Improvements Included in the I-74 Bridge Replacement Project** (Scott Hinton, City Engineer)

Explanation: Several years ago, Council agreed in principle that a bike path with an overlook area, decorative lighting, and various other aesthetic improvements should be included in the new I-74 bridge corridor and that the City of Moline would participate in funding the additional cost of adding these improvements. Former Mayor Stan Leach served as Chairman of a committee of local leaders who worked with a consultant to recommend various aesthetic improvements which are now included as part of the corridor design. Design work has progressed to the point where the estimated construction cost for the aesthetic improvements are now known and the cost sharing can be formalized in a Memorandum of Understanding. Moline's portion of the estimated $38,410,000 aesthetic improvements is $2,082,000, or roughly 5.4% of the total.

All of the above work will be included in the bridge replacement projects and Moline will be invoiced for the actual cost of the work after the work is complete. Additional documentation attached.

Staff Recommendation: Staff recommends approval of Memorandum of Understanding.

Fiscal Impact: The cost for this work is currently estimated to be $2,082,000.00. The actual cost will not be known until the work is completed in the future. Funds are not currently budgeted for this work, but can be budgeted in future years. Potential funding sources include Federal/State grants and earmarks, Motor Fuel Tax funds, and local capital improvement funding.

Public Notice/Recording: N/A

Goals Impacted: Financially Strong City; Strong Local Economy; Quality Neighborhoods

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Dynamic Signs

Plan Commission public hearing
Proposed Advertising/Sign Code amendments
February 8, 2012

- Current code does not adequately address modern display technologies.
- Respond to demand for greater change frequencies.
- Support business advertising needs.
- Minimize traffic distraction and hazards.
- Minimize nuisances to adjoining properties.
- Protect community aesthetics and scenic appeal.
- Reduce or eliminate display inconsistencies throughout community.

Purpose for amendments

- **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.
- **Dynamic Display Sign**. A programmable, changeable copy sign that can display variable messages and diversified content via electronic means.
- **Illuminance**. The total brightness of all illumination at a point of measurement, including ambient light.

New definitions

- **Luminance**. The total amount of illumination emitted from a specific light source, excluding ambient light.
- **NIT**. The total amount of light emitted from a specific light source (luminance), excluding ambient light, measured in candelas per square meter.
- **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.

New definitions

- **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.
- **Static Sign**. A sign whose characters, letters, or illustrations cannot be changed or rearranged without altering the face or the surface of the sign.

New definitions

- **Dynamic display signs** in a historic district or on a historic landmark.
- **Revolving signs** (currently allowed at 8 revolutions or less per minute)
- **Sequential message signs:**

Prohibited signs

- 1 per lot; not allowed in residential districts
- 25% max area for institutional and in B-1, NC, and O-1 districts.
- 50% max area in B-2, B-3, B-4, ORT, I-1, and I-2 districts.
- 12 second dwell time (60 sec. for institutional)
- 100 foot separation from residential

Characteristic standards

- Luminance not to exceed 5,000 NITS during daytime and 500 NITS from dusk until dawn. Certification required.
- Equipped with sensor to adjust to ambient light conditions. Certification required.
- Dynamic off-premises advertising signs also cannot increase ambient light levels by more than 0.3 footcandles at 250 feet and 1 footcandle at an adjoining boundary line.
- Cannot conflict with traffic device or cause vehicle or property distraction, as perceived by code administrator.

Brightness standards

- Existing off-premises advertising signs in B-4, I-1, and I-2 districts may be converted from static to 100% dynamic.
  - No increase in total display area.
  - Structure may be modified to accommodate.
  - Comply with brightness and visibility standards, etc.

Exception for Off-premises advertising signs

- Legal, non-conforming due to size, height, location, structural design, or construction.
- Programmable manner of display is NOT grandfathered.
- May not animate, flash, strobe, flicker, or sequence messages.
- Must comply with minimum dwell time and luminance standards.

Pre-existing electronic signs

DRAFT 3 w/ PC changes – FOR COW FEBRUARY 21, 2012

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

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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.

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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;

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(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.

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(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.

~~(7)~~ **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.

~~(8)~~(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. ~~A sign on which the message changes more than once per day shall be considered an animated sign and not a changeable copy sign for purposes of this ordinance.~~

(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.

~~(9)~~(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.

~~(10)~~(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.

~~(11)~~(14) **Illuminance**. The total brightness of all illumination at a point of measurement, including ambient light.

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~~(12)~~(15) **Illumination, Exposed Bulbs~~ or Neon~~, Sign**. A static sign with one or more faces that are composed of or ~~illuminated~~ 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~~ itself~~.

~~(13)~~(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.

~~(14)~~(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.

~~(15)~~(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.

~~(16)~~(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.

~~(17)~~(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.

~~(18)~~(22) **Luminance**. The total amount of illumination emitted from a specific light source, excluding ambient light.

~~(19)~~(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.

~~(20)~~(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.

~~(21)~~(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.

~~(22)~~(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.

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~~(23)~~(29) **Person**. Person shall mean that definition provided in Sec. 1-1101 of the City of Moline Code of Ordinances.

~~(24)~~(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; 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.

~~(25)~~(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.

~~(26)~~(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.

~~(27)~~(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.

~~(28)~~(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").

~~(29)~~(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.

~~(30)~~(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.

~~(31)~~(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.

~~(32)~~(39) **Spacing**. The distance between the nearest parts of two signs which are on the same lot or on adjacent lots,

~~(33)~~(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.

~~(34)~~(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.

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~~(35)~~(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.

~~(36)~~(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.

~~(37)~~(45) **Suspended Sign**. A sign that is suspended from the underside of a horizontal plane surface and is supported by such surface.

~~(38)~~(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.

~~(39)~~(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.

~~(40)~~(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

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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.

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~~s~~ which incorporates in any manner moving, oscillating, ~~or~~ revolving, strobing, or flashing lights~~, or signs with flashing lights having a change frequency more than once per day~~.

~~(2) Any revolving sign with a rotation frequency more than eight (8) revolutions per minute.~~

(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.

~~(5)~~(7) Sequential message signs.

~~(6)~~(8) String lights other than holiday decorations.

~~(7)~~(9) Signs that are designed to achieve movement by action of normal wind currents.

~~(8)~~(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.

~~(9)~~(11) Any sign that obstructs free ingress or egress from a required door, window, fire escape or other required exit-way.

~~(10)~~(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"

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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:

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

Sign Type[a]	All RS	R-6	R-7	INS	B-1 NC	B-2 B-3	B-4	O-1	I-1 ORT	I-2
Freestanding										
Banner[g]	NO	SP	SP	SP	SP	SP	SP	SP	SP	SP
Residential[b]	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[f]	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP
Building										
Banner[g]	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[c]	NO	NO	NO	NO	NO	SP	SP	NO	NO	NO
Projecting[c]	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[c]	NO	NO	NO	NP	NO	NO	NO	NO	NO	NO
Temporary[d]	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
Miscellaneous										
Flag	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP
Characteristics										
Changeable Copy	NO	NO	NO	SP	~~NO~~ SP	SP	SP	SP	SP	SP
Dynamic	NO	NO	NO	SP	SP	SP	SP	SP	SP	SP
Illumination, Internal[e]	NO	NO	NO	SP	SP	SP	SP	SP	SP	SP
Illumination, External[e]	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 ~~TOTAL~~ 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	0-1	I-1 ORT	I-2
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.											
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
Individual sign dimensions shall be as follows:											
Freestanding											
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)[a]	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)[a]	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[b,f]	NA	NA	300	NA	300	NA	100	300	300	300	700
Additional increment of street frontage thereafter required for each additional sign[f]	NA	NA	200	NA	200	NA	100	200	200	200	400
Building[c]											
Area (max. sq. ft.)	2	2	2	10	NA	NA	NA	NA	NA	NA	NA
Wall Area (percent)[d]	NA	NA	NA	NA	10%	10%	10%	20%	10%	20%	5%
Chacteristics											
Dynamic											
Area (max. percent of sign)[g]	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.

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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.

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 ~~size~~ area of the initial freestanding sign by up to fifty percent (50%) in exchange for the ability to install an additional sign.

~~f.~~g. 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
Freestanding				
Banner	1 per 400 feet of lot frontage not to exceed 2 per frontage.[a]	36 square feet	9 feet	12 feet
Residential, Other, and Incidental	See Table 3-2105.2	See Table 3-2105.2	NA	NA
Building				
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[b]	NA	NA	NA	NA
Wall	NA	NA	NA	NA
Window	NA	25% of total ground floor window area	NA	NA

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Miscellaneous				
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[c]	1 per entrance	9 square feet and 42 inches in height	NA	NA
Chacteristics				
Dynamic	1 per lot[d]	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.

~~(3)~~(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

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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.

(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

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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.

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(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 eight (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.

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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 ~~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.

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).

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

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(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.

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(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.

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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

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Exhibit A

Temporary Services Agreement

This Temporary Services Agreement (the "Agreement"), effective the 1st day of March, 2012, is entered into by and between City of Moline, an Illinois municipal corporation, with its principal place of business at 619 16th Street, Moline, IL 61265 ("City"), and Quality Controlled Staffing, Inc., an Iowa corporation, with offices at 2525 Kimberly Road, Suite 4, Bettendorf, IA 52722 ("Contractor").

1. SERVICES

1.1 Contractor agrees to provide temporary employee services by furnishing to City temporary service and seasonal workers ("Assigned Employees") with skills meeting the requirements specified by City. City agrees to pay for said services in accordance with this Agreement.

1.2 If an Assigned Employee fails to meet City's requirements for the services to be provided, and City notifies Contractor of its dissatisfaction during the first eight (8) hours of the assignment, Contractor shall immediately remove the employee from the assignment, and City shall not be required to make any payment to Contractor for the hours worked by such employee, up to a maximum of eight (8) hours. City reserves the right to ask for the removal of an employee at any time for any reason.

2. CITY'S RESPONSIBILITY TO ASSIGNED EMPLOYEES

2.1 City shall provide a safe work place and will instruct, assist and supervise Assigned Employees in performing the agreed upon duties and the work performed.

2.2 City shall provide any general or specific safety training necessary to perform the assignment, including safety information regarding exposures to any dangerous or hazardous substances. City shall ensure that Assigned Employees use any protective equipment necessary to perform the assignment safely. City will provide a suitable work environment for all Assigned Employees which shall comply with all applicable statutes and ordinances relating to the worksite including, but not limited to OSHA and the ADA.

2.3 City shall review all time records submitted by Assigned Employees for accuracy in a manner that is consistent with the payroll and billing procedures of Contractor. City will approve or decline the time records based on the accuracy of such records. City will retain copies of such records in accordance with all applicable state and federal laws.

2.4 City and Contractor agree that for the purposes of all statutory and regulatory requirements for employee leaves of absence, including the Family Medical

Leave Act and any similar state or local law, City and Contractor shall cooperate in compliance with any such requirements.

2.5 Nothing in this Agreement shall entitle Assigned Employees to any benefits or compensation from City. Assigned Employees are required to acknowledge in writing that they are not entitled to any benefits or compensation from City.

CONTRACTOR'S RESPONSIBILITY TO ASSIGNED EMPLOYEES

3.1 Assigned Employees are employees of Contractor and shall not be considered or treated as employees of City by the parties, except to such extent as may be required by applicable state and federal law. Contractor shall avoid actions that would make Assigned Employees common law employees of City or otherwise make City and Contractor co-employees of any Assigned Employee.

3.2 Contractor will perform an Employee Orientation prior to the commencement of the assignment for each Assigned Employee working on any work site for City. The orientation will ensure that all Assigned Employees are aware of and abide by, all applicable City Rules and Policies. City will provide examples of all Rules and Policies that are to be included in the Employee Orientation. It is the sole responsibility of Contractor to prepare for and conduct this orientation.

3.3 Contractor will pay Assigned Employees weekly for hours worked for City as submitted on timecards approved by City's authorized representative, in accordance with all applicable state and federal laws. The signature of City's authorized representative shall constitute verification that the time recorded is accurate.

3.4 Contractor shall report and pay the employer's share of applicable state taxes, federal taxes, workers' compensation, FICA, and federal unemployment insurance with respect to all compensation received by Assigned Employees and submit required tax withholdings. Contractor agrees to indemnify and hold harmless City against any liability for premiums, contributions or taxes payable under any workers' compensation, unemployment compensation, disability benefits, old age benefit or tax withholding laws for which City shall be finally adjudged liable as an employer with respect to any compensation that Contractor agreed to pay Assigned Employee for the performance of services pursuant to this Agreement.

3.5 Contractor will recruit, interview, select and hire Assigned Employees who, in Contractor's judgment, are qualified to perform the services required by City. Contractor understands that many of the positions needed by City require driving City vehicles and operating motorized equipment. Assigned Employees may only drive their own personal vehicle during business hours and for the use of conducting City business with express written permission by the City. However, under no circumstance is it acceptable for any Assigned Employee to drive their own personal vehicle during business hours and for the use of conducting City business without proper insurance. Additionally, Contractor understands that

many of these positions also require cash handling and some positions will serve alcohol. Assigned Employees working under either of those conditions will be required to go through the extra appropriate pre-employment testing and/or training required under this Agreement.

3.6 Contractor will conduct a criminal background check, drug screen, credit history check (cash handling positions), motor vehicle check (driving positions) and reference check for each Assigned Employee prior to beginning each assignment with City.

FEE FOR SERVICES

4.1 City shall pay Contractor a fee at an hourly bill rate for each hour worked by Assigned Employees as set forth in the time sheet approved by City's representative. Overtime hours worked will be paid in accordance with the multiple dictated by applicable federal and state law. Overtime hours worked by Assigned Employees will be billed to City based on the same straight-time bill rate. City shall pay, where required by law to do so, any federal, state, or local sales, use, excise, value added or other like tax on the services provided under this Agreement.

4.2 The hourly bill rates for the services provided under this Agreement may be adjusted by Contractor annually based on increases in minimum wage, statutory taxes and premiums, statutorily mandated benefits, and annual liability and fidelity insurance costs. Cost adjustments will be presented to City in writing on December 31st each year and go into effect March 1st each year.

4.3 Contractor shall submit invoices on a weekly basis to the designated supervisor within City. City shall pay all invoices as soon as administratively possible upon receipt, without offset or deduction. City shall promptly notify Contractor of any disputed or questioned item on an invoice, and the parties shall work together in good faith to resolve the issue; in the event it is determined that City is entitled to a credit, Contractor shall credit City in the next invoice for the appropriate amount. In the event that City fails to pay Contractor invoice when due, City shall pay all collection and/or litigation costs incurred by Contractor. City reserves the right to withhold payment of any outstanding invoices if a previously disputed invoice is not corrected within a reasonable timeframe. Additionally, City reserves the right to withhold payment of any outstanding invoices if any Assigned Employee receives a payroll check with non sufficient funds from Contractor until problems are resolved or if Contractor fails to pay Assigned Employee in a timely manner or if payments are returned to Assigned Employee with non sufficient funds.

TERM AND TERMINATION

5.1 The initial term of this Agreement shall commence on March 1, 2012 and shall continue through February 28, 2015. Thereafter, this Agreement shall be automatically extended from year to year for up to five (5) full years unless and until either party terminates it as of an anniversary date by giving the other party written notice of such termination at least thirty (30) days prior to such anniversary date. Notwithstanding the foregoing, either party has the right, exercisable in its sole discretion at any time, to terminate this Agreement for its convenience, by giving the other party at least ninety (90) days written notice of such termination.

5.2 Each party has the right to terminate this Agreement immediately upon written notice to the other party, at any time, in the event of any material breach by the other party of its obligations under this Agreement; provided, however, that the allegedly breaching party shall be granted ten (10) days right to cure said breach.

6. RELATIONSHIP OF PARTIES

At all times during the term of this Agreement, Contractor shall be an independent contractor to City and employees assigned under this Agreement shall remain employees of Contractor and not of City and Contractor shall, indemnify and hold City harmless therefrom.

7. INSURANCE

Contractor will procure and maintain insurance during the entire term of this Agreement, and upon request shall provide City with certificates of such insurance, which at a minimum, cover the following risks:

a) Commercial General Liability - $1,000,000

b) Workers' Compensation - Statutory Limits

c) Employer's Liability - $1,000,000

d) Crime Policy with "Client Loss Extension" - $1,000,000

e) Depositors Forgery - $100,000

f) Umbrella Liability - $5,000,000

It is agreed by and between City and Contractor that if City allows Contractor's employees to operate vehicles and/or other motorized equipment owned by City, City will accept full responsibility for the equipment and cargo, as well as for any claims, other than claims covered by worker's compensation, which might arise as a result of any incident taking place while City equipment is under the care and custody of Contractor's employee pursuant to his/her assignment.

It is understood City's Automobile Liability insurance policies will be the primary insurance in the event of any claim rising, as stated above, and that City's limits of liability are not less than $250,000/$500,000 Bodily Injury and $100,000 Property Damage, with a $10,000,000 Umbrella Policy. A certificate of insurance evidencing this coverage will be provided to Contractor prior to a Contractor's employee beginning such an assignment.

City will hold Contractor, its agents and employees, harmless from any causes of action, costs or damages arising out of or attributable to the operation of vehicles and/or motorized equipment by employees of Contractor.

8. INDEMNIFICATIONAND LIMITATION OF LIABILITY

8.1 Notwithstanding Paragraph 7 above, Contractor shall indemnify, defend, and hold harmless City, its affiliates, officers, directors, employees, agents, and other representatives from and against any and all claims, demands, losses, liabilities, damages, expenses (including reasonable attorney fees) and causes of action (hereinafter "Claims") for (i) injury to, or death of, any person, including without limitation the employees, agents, contractors, licensees, and invitees of Contractor, (ii) damage to, or destruction of, any property, whether owned by City or otherwise, or (iii) the failure of Contractor to comply with the provisions of this Agreement, but only to the extent such Claims are caused by or the result of the negligent, reckless, willful, wonton or intentional acts or omissions of Contractor, its officers, employees, agents, contractors, licensees or invitees in the performance of the services defined in this Agreement.

8.2 When claiming its right to indemnification, City shall promptly notify Contractor of the assertion of any claim covered by this Agreement so as Contractor shall have a reasonable time within which to notify its insurers of such claim and tender defense of the claim. Failure to so notify Contractor shall not relieve that party of its obligations hereunder except to the extent such failure actually and materially caused prejudice.

8.3 Neither party shall authorize any Assigned Employee to operate any motor vehicle, motorized equipment, automotive or truck equipment without signing a driver's release form supplied by Contractor and without having the proper pre-employment testing conducted and determining that Assigned Employee's actually possesses valid driver's license.

City will provide proper and customary safety awareness and training to any employees of Contractor operating vehicles and/or motorized equipment or performing related duties. City shall be solely responsible for, but not limited to, instruction and adherence of all department of transportation, state, and/or federal regulations pertaining to the operation of vehicles and/or motorized equipment or related duties.

8.4 City agrees not to entrust any Assigned Employee with cash, negotiable instruments or other negotiable personal property unless Contractor has provided such Assigned Employee for such purposes. City agrees that Contractor will not be responsible for any claims covered by its Fidelity Bond unless such claims are reported in writing to Contractor, in accordance with the notice provisions set forth in this Agreement, within fifteen (15) working days of the discovery of the alleged wrongful act.

9. PAYMENTS FOR OTHER USE OF EMPLOYEES AND TERMINATION PROCESS

9.1 During the term of this Agreement and upon any termination of this Agreement, City agrees not to condone or assist in the transitioning, recruiting or enticing of Assigned Employees on assignment at City to transfer to any third party or alternate status, with the exceptions of an offer of full-time regular employee status at City or with permission of Contractor. City will not be held responsible if an Assigned Employee, whether referred or not, chooses, of their own free will and volition, to transfer or begin employment with another staffing agency. If City hires or uses the services of an Assigned Employee in any capacity other than an employee of Contractor, on Contractor's payroll, City shall pay Contractor an amount equal to what City would have paid Contractor had such an Assigned Employee worked at City through Contractor for 520 hours at Contractors current rates, minus the amount City has already paid to Contractor for that Assigned Employee; unless otherwise limited by the Temporary and Day Laborers Act, found generally at 820 ILCS 175/40.

9.2 In the event of termination of this Agreement, each Assigned Employee will continue the assignment through the earlier of: (1) the period of time referenced on the current Contractor work order unless it is determined there is a failure to perform the job function required, or the assignment has legitimately terminated for other reasons or (2) the Assigned Employee accepts another assignment with Contractor.

10. NOTICES

Any notice required or permitted to be delivered by one party to another under or in connection with this Agreement shall be deemed sufficiently given after three (3) business days if sent by certified U.S. Mail, return receipt requested, or after one (1) business day if sent by nationally recognized overnight carrier to the attention of the individual(s) and at the address (as) indicated below:

If to Contractor, to: Quality Controlled Staffing, Inc., Attn: Bob Eckermann, President, 2525 Kimberly Road, Suite 4, Bettendorf, IA 52722
With a copy to: _____
If to City, to: City of Moline, Attn: Human Resources Manager, 619 16th Street, Moline, IL 61265
With a copy to: City of Moline, Attn: City Attorney, 619 16th Street, Moline, IL 61265

11. MISCELLANEOUS

11.1 Assignment. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns. This Agreement shall not be assigned without the prior written consent of the other party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, either party may without the consent of the other party assign this Agreement, or delegate the performance of all or part of its obligations and duties hereunder, to an Affiliate (provided the party guarantees the Affiliate's performance) or to any successor to all or substantially all of its interest in the business to which this Agreement relates. As used herein, "Affiliate" of a party shall mean any corporation or other business entity controlled by, controlling or under common control with, such party.

11.2 Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Illinois, notwithstanding choice of law principles. Any litigation concerning this Agreement must be brought in a court of competent jurisdiction in Rock Island County, Illinois.

11.3 Compliance with Laws. In the performance of this Agreement, each party agrees to comply with all applicable laws, rules, and regulations of duly constituted governmental bodies.

11.4 Complete Understanding; Modification. This Agreement, together with all attachments, exhibits and addenda attached hereto, constitute the full and complete understanding and agreement of the parties relating to the subject matter hereof and supersedes all prior or contemporaneous understandings and agreements relating to such subject matter. Any waiver, modification or amendment of any provision of this Agreement shall be effective only if in writing and signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below, to be effective as of the date first set forth above.

By: Rebecca Stahler

Printed Name: Becky Stahler

Title: Human Resource Coordinator

Date: 2/13/2012

By: _____

Printed Name: _____

Title: _____

Date: _____

Approved as to Form:

_____

City Attorney

Public Sector Sales

February 07, 2012

CITY OF MOLINE, IL
POLICE FACILITY
1640 6TH AVENUE
MOLINE IL 61265

Dear Don Goff,

Thank you for your recent interest in Hewlett-Packard Public Sector Sales. Award-winning Hewlett-Packard products are designed to deliver high-performance technology, powerful networking and legendary Hewlett-Packard quality - all at a value that your budget demands. From handheld PCs to Servers, Hewlett-Packard provides a single resource for complete solutions that meet all your computing needs. You can rely on Hewlett-Packard for the performance, uptime, and efficiency you need to keep your agency running smoothly and hassle-free. Every Hewlett-Packard product is designed and tested to provide industry-standard compatibility and investment protection. And, with special maintenance services, easy ordering and flexible financing, Hewlett-Packard makes buying the right solution for your organization easier and more convenient than ever.

Attached is the price quotation you requested. When submitting a purchase order directly to Hewlett-Packard, please be certain to include the requested information on the Ordering Information page attached to this quotation. Including the necessary information will ensure the accurate and timely processing of your order through Hewlett-Packard Public Sector. You may order online at http://welcome.hp.com/country/us/eng/solutions/pub_sector.html or fax in your purchase order at 800-825-2329.

-Please reference this contract: IL - STATE OF ILLINOIS Contract (CMS1498460) terms and conditions.

-The terms and conditions of the IL - STATE OF ILLINOIS Contract (CMS1498460) will apply to any order placed as a result of this inquiry; no other terms or conditions shall apply.

- Third party items that may be included in this quote are covered under the terms of the manufacturer warranty, not the HP warranty. This quotation may contain open market products which are sold in accordance with HP's Standard Terms and Conditions.

If you should have questions regarding this quotation or need any other assistance, please contact your Public Sector sales representative.

Sincerely,

Amy Rutledge
Inside Sales Representative

Public Sector Sales

Ordering Information

It's never been easier to place your direct orders with Hewlett-Packard. Now you can have fast, accurate service with special options designed to personalize, process and expedite your shipments with higher levels of accuracy. Ordering Hewlett-Packard products is as simple as picking up the phone, using the fax machine, or logging onto the Hewlett-Packard Public Sector website at http://welcome.hp.com/country/us/eng/solutions/pub_sector.html

Online ordering

With the Hewlett-Packard Online Store, you can create quotes with real-time pricing; place an order using a credit card or purchase order, keep up-to-date on the latest product promotions and pricing available on your contract, inquire about order status and view product/price information - all from your desktop PC. Visit http://welcome.hp.com/country/us/eng/solutions/pub_sector.html

Faxing Option

Faxing your order is convenient, too. Simply fill out your request on the customer purchase order and send to 1-800-825-2329. Your order will be promptly handled, and you can call a Customer Service Representative to confirm your order.

Personalized Telesales

To provide more personal service to you, our telephone sales and order administration representatives are assigned by territory. This means you can reach a dedicated government, education, or medical sales team every time you call - giving you added value by letting you grow personal relationships with representatives who know your product as well as your special terms and delivery requirements. To request a quote, check product availability, and other related questions, call your Telesales Representative.

Order Accuracy

To ensure the accurate and timely processing of your order, please verify that your purchase order includes the following information:

- **Bill-to address,**
- **Ship-to address,**
- **Purchase order number,**
- **Part number, description, and price,**
- **Contract # and name**
- **Reseller of choice**
- **Contact name , phone number, and email address,**
- **Special delivery requirements**
- **Requested delivery date**
- **Signature of authorized purchaser**
- **Please note that Hewlett Packard must be listed as the vendor.**
- **Sample/Editable PDF Purchase Order forms are available at these links -**
  - **Standard PO (STL / K12 / Hi Ed / Fed) -** http://gem.compaq.com/gemstore/sites/downloads/SLED_PO_Template.pdf
  - **Federal Form 1449 -** http://gem.compaq.com/gemstore/sites/downloads/FED_PO_Template_Form_1449.pdf

Tax-Exempt Certificate Requirements

All tax-exempt accounts should have a tax-exempt certificate on file with Hewlett-Packard to avoid having sales tax added to their invoice. This certificate needs to be provided only once. If you are ordering for the first time, please include with your order or account application.

Free Configuration Services (excludes non-configure to order IPG product)

When you purchase Hewlett-Packard products through Public Sector, you become eligible for configuration of Hewlett-Packard hardware options and upgrades at NO extra cost. To request this free service, clearly state on your purchase order which options and upgrades you would like installed and list each configuration separately. Once an order is placed, in-stock items require 2-4 business days for installation.

HP Credit

Hewlett-Packard's financing programs can help your agency purchase or lease HP solutions. To inquire more about a customized financial solution proposal call your Telesales Representative.

Order Tracking and Status

All orders are entered within 24 hours of receipt and are scheduled to ship on a first in first out basis. Orders are shipped within seven days of receipt provided all items are in stock and all necessary information has been properly included on your purchase order. (Remember that ship complete orders can be delayed if a particular item is not currently in stock.) To inquire about the status of your order, you can either log on to http://welcome.hp.com/country/us/eng/solutions/pub_sector.html or call your corresponding Customer Service Representative.

Returned Merchandise

A return material authorization number (RMA) is required for all returns to be processed. Returns may be requested within 30 days of shipment. Please call your Public Sector Customer Service Representative in order to have an RMA assigned. Please have a copy of the packing slip available when you call.

Customer Relationship and Sales For Public Sector Sales

Fax: 800-825-2329

K-12 Education: 800-888-3224 **Higher Ed:** 877-480-4433 **State & Local:** 888-202-4682

PRICE QUOTATION

Quote Number: 7328945-2

February 07, 2012

Provided by: **Amy Rutledge**

Don Goff
CITY OF MOLINE, IL

Contract: IL - STATE OF ILLINOIS (CMS1498460)

Product availability and product discontinuation is subject to change without notice. The prices in this quotation are valid for 30 days from quote date above. Please include the quote number and contract from this quote on the corresponding purchase order.

Item	Part No.	Description	Qty.	Unit Price	Extended
	Group:				
1.	UH277E	**HP 5 year Next business day ProLiant DL18x Hardware Support**	1	$624.80	$624.80
2.		**-Smart Buy-HP Storage LTO-5 Ultrium 3000 SAS External Tape Drive EH958SB**	1	$2,939.00	$2,939.00
	EH958SB	Product - HP Smart Buy LTO-5 Ultrium 3000 SAS External Tape Drive Recording technology - LTO-5 Ultrium technology Capacity - 3TB compressed capacity Sustained transfer rate - 1TB/hr. compressed rate Buffer size - 256MB buffer Interface - 6 Gb/sec SAS host interface Form factor - 5.25 inch half-height WORM capability - Supports WORM Encryption Capability - AES 256-bit encryption			
3.		**-Configurable- HP ProLiant DL180 G6 Server**	1	$7,520.71	$7,520.71
	507168-B21	Product - HP ProLiant DL180 G6 Server			
	590609-L21	Processor - Quad-Core Intel® Xeon® Processor E5620 (2.40GHz, 12M L3 Cache, 80 Watts, DDR3-1066MHz, HT Turbo 1/1/2/2)			
	500672-24G	Memory for 1st processor - HP 24GB PC3-10600E 6x4GB 2Rank Memory Storage controller - Embedded SATA Controller (does not support factory integrated RAID)			
	491191-B21	Additional controllers & adapters - HP P212/256 Smart Array Controller with battery			
	506928-B21	Drive cage - HP 12-Bay Drive Cage			
	515826-B21	Rear drive cage - HP Rear DVD Cage Kit			
	507616-B21	1st hard drive - HP 2TB 6G Hot Plug 3.5 SAS 7,200K MDL Dual Port Hard Drive - 1 year warranty			
	507616-B21	2nd hard drive - HP 2TB 6G Hot Plug 3.5 SAS 7,200K MDL Dual Port Hard Drive - 1 year warranty			
	507616-B21	3rd hard drive - HP 2TB 6G Hot Plug 3.5 SAS 7,200K MDL Dual Port Hard Drive - 1 year warranty			
	507616-B21	4th hard drive - HP 2TB 6G Hot Plug 3.5 SAS 7,200K MDL Dual Port Hard Drive - 1 year warranty			

Note: For detailed warranty information, please link to "URL" for more information www.hp.com/go/specificwarrantyinfo.
Sales taxes added where applicable. Freight is FOB Destination.

PRICE QUOTATION

Quote Number: 7328945-2

February 07, 2012

Provided by: **Amy Rutledge**

Don Goff
CITY OF MOLINE, IL

Contract: IL - STATE OF ILLINOIS (CMS1498460)

Product availability and product discontinuation is subject to change without notice. The prices in this quotation are valid for 30 days from quote date above. Please include the quote number and contract from this quote on the corresponding purchase order.

Item	Part No.	Description	Qty.	Unit Price	Extended
	507632-B21	5th hard drive - HP 2TB 3G SATA 7.2K Hot Plug 3.5 MDL Hard Drive - 1-year warranty			
	507632-B21	6th hard drive - HP 2TB 3G SATA 7.2K Hot Plug 3.5 MDL Hard Drive - 1-year warranty			
	507632-B21	7th hard drive - HP 2TB 3G SATA 7.2K Hot Plug 3.5 MDL Hard Drive - 1-year warranty			
	507616-B21	8th hard drive - HP 2TB 6G Hot Plug 3.5 SAS 7,200K MDL Dual Port Hard Drive - 1 year warranty			
	507616-B21	9th hard drive - HP 2TB 6G Hot Plug 3.5 SAS 7,200K MDL Dual Port Hard Drive - 1 year warranty			
	507616-B21	10th hard drive - HP 2TB 6G Hot Plug 3.5 SAS 7,200K MDL Dual Port Hard Drive - 1 year warranty			
	507616-B21	11th hard drive - HP 2TB 6G Hot Plug 3.5 SAS 7,200K MDL Dual Port Hard Drive - 1 year warranty			
	507616-B21	12th hard drive - HP 2TB 6G Hot Plug 3.5 SAS 7,200K MDL Dual Port Hard Drive - 1 year warranty			
	481043-B21	Multimedia drive - HP Slim 12.7mm SATA DVD-RW Optical Drive			
		Network card - Embedded HP NC362i Integrated Dual Port Gigabit Server Adapter			
	593831-2PS	Power supply - 2 HP 750W Common Slot Platinum Hot Plug Power Supplies			
	516009-B21	Redundant fan options - HP Redundant Fan Kit			
	AF556A-XX2	Power cord - 2 HP 1.83m 10A C13-UL US Power Cords			
		Server management - HP Lights-Out 100i Remote Management			
	516006-B21	Management port - HP Dedicated Management Port			
		Warranty - Protected by HP Services, 3-Year Next Day Part Replacement, 0-Year Labor, 0-Year Onsite support with next business day response.			
				SUB TOTAL :	**$11,084.51**

TOTAL PRICE : $11,084.51

Comments:

Note: For detailed warranty information, please link to "URL" for more information www.hp.com/go/specificwarrantyinfo.
Sales taxes added where applicable. Freight is FOB Destination.

PRE-FUNDING AGREEMENT

BETWEEN THE CITY OF MOLINE, ILLINOIS
AND QUAD CITY CHAMBER OF COMMERCE, INC.

This Agreement is entered into between the CITY OF MOLINE, Rock Island County, Illinois, a municipal corporation organized and existing under the laws of the State of Illinois (the "City") and QUAD CITY CHAMBER OF COMMERCE, INC., a Delaware Corporation (the "Funder") for the proposed establishment of a redevelopment project area and adoption of tax increment financing ("TIF") with respect thereto.

RECITALS:

WHEREAS, the Funder is interested in assisting with the facilitation of the redevelopment of SouthPark Mall and the properties adjacent to SouthPark Mall; the property generally located in an area fronting on and including the area south of 36th Avenue, north of North Shore Drive, east of the parcels fronting on 16th Street and west of the parcels fronting on 27th Street and those parcels located on property commonly described as SouthPark Mall, located within the site (collectively, the "Subject Property") as shown on Exhibit "A" attached hereto; and

WHEREAS, due to the extraordinary costs associated with redeveloping the Subject Property, the City acknowledges that the owners of the Subject Property ("Property Owners") cannot proceed with the redevelopment absent financial assistance as may be provided for under the Illinois Tax Increment Allocation Redevelopment Act, *65 ILCS 5/11-74.4-1 et. seq.*, (the "TIF Act"); and

WHEREAS, the City will incur certain expenses, including professional fees, legal fees, and related costs in pursuing the establishment of a redevelopment project area pursuant to the requirements of the TIF Act and the Funder is prepared to advance funds to the City to offset such City incurred expenses.

NOW, THEREFORE, in consideration of the premises and mutual covenants and findings contained in this Agreement, the City and Funder agree as follows:

Section 1. <u>The Funder Agrees To</u>:

a. As soon as practical after the execution of this Agreement, the Funder shall pay to the City an amount of not less than thirty-five thousand dollars

($35,000.00) to be deposited by the City into an account to be identified as the "SouthPark Mall TIF Account." These funds shall be drawn upon by the City for payment of all reasonable or necessary costs incurred by the City to complete the TIF process, including those tasks outlined in Section 2.a. below and to prepare any redevelopment agreements between the City and the Property Owners with respect to the Subject Property. The use of these funds shall be limited to that which is permitted by the TIF Act under Section 11/74.4-3(q)(1). The City shall provide the Funder with reasonable supporting documentation evidencing such costs.

b. Assist with the facilitation of the planning and design of one or more redevelopment projects, in compliance with the applicable codes and ordinances of the City, provided that said redevelopment project may be initiated after the City passes the TIF Ordinances.

Section 2. <u>The City Agrees To</u>:

a. Upon receipt of the funds from the Funder, as provided for in Section 1.a. above, the City intends to diligently and in good faith proceed with the TIF process including conducting an eligibility/feasibility study, preparing a redevelopment plan, designating a redevelopment project area and adopting tax increment financing with respect to the Subject Property pursuant to the TIF Act. Should the cost of establishing the TIF exceed $35,000.00, the City may use funds from other sources as deemed necessary.

b. Reimburse the Funder, up to the amount dispersed from the SouthPark Mall TIF Account, once the TIF District is established, increment has been generated, and funds are available. The City shall reimburse the Funder from the first increment received by the City up to the actual amount spent on the items listed in Section 2.a. above.

c. The City shall utilize good faith efforts to enter into redevelopment agreement(s) ("Redevelopment Agreement(s)") with the Property Owners, the terms and conditions thereof shall be acceptable to the City and Property Owners with input from the Funder. Any Redevelopment Agreement(s) shall include provisions that provide:

(1) <u>Reimbursement to Funder</u>. Acknowledge that the Funder expended funds to facilitate redevelopment and creation of the TIF District, and that the Funder shall be reimbursed for its actual costs incurred. Those costs include all reasonable or necessary costs incurred by the City, in connection with the redevelopment project(s), to complete the TIF process which are permitted by the TIF Act under Section 11/74.4-3(q)(1) and any such costs that are incidental to the redevelopment project(s) authorized under the TIF. The Funder shall receive the first increment received by the City up to the actual amount it expended.

(2) Source of Reimbursement Funds. That the Funder shall be reimbursed for all costs expended from the "SouthPark Mall TIF Account" according to Section 2.a. above. The payment shall be from the incremental property tax generated solely by redevelopment project(s) that occur within the newly created SouthPark Mall TIF area and paid to the City's TIF Account; the City shall remit to the Funder within thirty-days (30) after receipt of total annual payment into said City's TIF Account from Rock Island County.

(3) Final Payment. Upon final payment of the amount specified in Section 1.(a), above, and Section 3 and/or Section 4, below, the City's obligations under this Agreement shall be paid and satisfied.

(4) Interest. There shall be no interest charged to the City or due to the Funder pursuant to this Agreement at any time and no interest shall ever be paid to the Funder from the City pursuant to this Agreement.

Section 3. Release of Unexpended Funds: If after the City has passed the TIF Ordinances there remains a balance of unexpended funds in the SouthPark Mall TIF Account, not otherwise obligated to pay for costs incurred under Section 1.a. of this Agreement, these funds shall be released and paid to the Funder within 60 days of passing said TIF Ordinances.

Section 4. Failure to Approve the TIF Ordinances: If the conclusion of the initial eligibility study indicates that the proposed redevelopment project area does not meet the definition of a "blighted area," "conservation area" or a combination thereof, then the City shall notify the Funder in writing that the proposed redevelopment project area does not qualify and will terminate the TIF process. The City shall suspend all work related to the redevelopment plan and project, including notifying the professional firms and legal counsel retained by the City to assist with this redevelopment plan and project to suspend all work. The City will be allowed to expend funds from the SouthPark Mall TIF Account to pay all costs incurred to the date of such suspension. Any balance of unexpended funds in the SouthPark Mall TIF Account, not otherwise obligated to pay for costs incurred under Section 1.a. of this Agreement, shall be released and paid to the Funder within sixty (60) days of termination.

Section 5. Notices: Any notice or other communication to be given to either party hereunder shall be delivered by any of the following methods: (i) by personal, hand delivery, in writing, (ii) by nationally recognized overnight courier for next day delivery, or (iii) by U.S. Certified Mail, return receipt requested, and addressed to the addresses set forth below. Any notice shall be deemed effectively given, if personally delivered, upon receipt thereof, and if by methods (ii) and (iii) upon the date of deposit therein. The address for notices shall be as follows:

If to Funder:
Quad City Chamber of Commerce
130 W. Second Street
Davenport, Iowa 52801
Attn: Tara Barney, Chief Executive Officer

With a copy to:
Lane & Waterman, LLP
220 N. Main Street
Davenport, Iowa 52801
Attn: Peter Benson

If to the City:
City of Moline
619 16th Street
Moline, Illinois 61265
Attn: City Administrator and City Clerk

With a copy to:
City of Moline
619 16th Street
Moline, Illinois 61265
Attn: City Attorney

With a copy to:
City of Moline
619 16th Street
Moline, Illinois 61265
Attn: Planning & Development Director

Section 6. Enforcement: Either party herein may use any remedy provided at law or in equity to enforce compliance by and/or obtain relief or redress from the other party pursuant to the provisions of this Agreement. The election and/or use of any remedy at law or in equity shall not at any time prevent the use of any other remedy provided at law or in equity or the subsequent use of the same remedy, except as provided by law.

If either party brings or commences any legal action or proceeding to enforce any of the terms of this Agreement (or for damages by reason of an alleged breach of this Agreement), the party prevailing substantially on the merits in such action shall be entitled to recovery of all costs and expenses, including, without limitation, reasonable attorneys' fees, expert witness fees, consultant fees and litigation costs.

Section 7. Controlling State and Court: The City and Funder stipulate and agree that this Agreement shall be interpreted and applied pursuant to the laws of the State of Illinois. The City and Funder also stipulate and agree that the Circuit Court of the jurisdiction of Rock Island County, Illinois, shall be the sole and exclusive Court of jurisdiction and venue for any and all legal actions, in law or in equity, arising between the City and Funder pursuant to the provisions of the Agreement. Each party to this Agreement agrees and consents to being estopped and barred from using any other Court or alternative dispute resolution in any other jurisdiction or venue for such actions. In the event that either the City or Funder files any legal action, in law or in equity, in any other Court, jurisdiction, or venue, then the other party shall be entitled to recover all damages, expenses, reasonable attorney fees, and reasonable costs it incurs in defending against, responding to, and/or obtaining relief from such action in such Court.

Section 8. Invalidity or Unenforceability: If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provisions to persons, other than those as to whom it is held invalid or unenforceable, will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law.

Section 9. Entire Agreement: This Agreement, including the Exhibits, constitutes the entire agreement between the City and Funder and supersedes all prior written and verbal agreements, promises, or understandings, if any, between the parties herein.

Section 10. Warranty: Each individual executing this Agreement represents and warrants that he is duly authorized to execute and deliver this Agreement on behalf of the entity for which said individual is executing on behalf of and that this Agreement is binding upon the entity for which said individual is executing on behalf of.

Section 11. Exhibits: All exhibits attached hereto form a part of this Agreement and are incorporated herein.

IN WITNESS WHEREOF, the parties to this Agreement have caused it to be executed this _____ day of _____, 2012.

CITY:

CITY OF MOLINE, ILLINOIS,
an Illinois municipal corporation

By:_____
Donald P. Welvaert, Mayor

ATTEST:

_____
Tracy A. Koranda, City Clerk

Approved as to Form:

_____
Maureen E. Riggs, City Attorney

FUNDER:

QUAD CITY CHAMBER OF COMMERCE, INC.,
a Delaware Corporation

By:_____

Exhibit A
Subject Property Description:

DEVELOPMENT AGREEMENT

Between the

CITY OF MOLINE

and

BERGLUND LOFTS, LLC

THIS INDENTURE ("Agreement") made and entered into on this _____ day of _____, 2012, by and between the City of Moline, an Illinois Municipal Corporation ("City"), and Berglund Lofts, LLC, an Illinois Limited Liability Company ("Developer").

WITNESSETH:

WHEREAS, the City wishes to engage in certain lawful activities authorized by applicable law to assist private persons and entities in carrying out certain redevelopment activities which are identified in the Project Plan for the City's Tax Incremental Financing District (TIF) enacted pursuant to the Tax Increment Allocation Redevelopment Act, found generally at 65 ILCS 5/11-74.4-1 et. seq. (the "Act"); and

WHEREAS, the City wishes to enter into this Development Agreement with the Developer in order to facilitate redevelopment of the Property (as defined below) located at 1317-1321 5th Avenue; and

WHEREAS, the Redevelopment Project shall consist of the following elements, to-wit:

i. Purchase of the building at 1317-1321 5th Avenue and land identified as parcel number 08-5548;

ii. Rehabilitation of 1317-1321 5th Avenue into commercial space on the first floor and 28 loft apartments on the second and third floors.

The foregoing elements of the Berglund Lofts Project shall hereinafter be collectively referred to as the "Redevelopment Project" unless individually identified; and

WHEREAS, the Redevelopment Project is to take place upon that certain real property described above as parcel number 08-5548, which is more particularly described in Exhibit A, "Legal Description," attached hereto and incorporated herein by this reference thereto ("Property"); and

WHEREAS, the City has made a commitment to identify and conserve those properties which serve as a visible reminder to the City's architectural and social history, thereby contributing to the cultural and economic vitality and livability of the City through the implementation of sound urban planning and design principles; and

WHEREAS, the City wishes to assist private developers in carrying out projects that expand housing opportunities and create commercial enterprises in the City; and

WHEREAS, the City believes that the Redevelopment Project to be located on the Property and the fulfillment generally of the terms of this Agreement are in the vital and best interests of the City and its residents, and are in accord with its duty, authority, and the public purposes and conditions arising under the Act and all applicable state and local laws and requirements.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby stipulate, covenant, contract and agree as follows, to-wit:

I. CITY'S AGREEMENT TO PROVIDE ASSISTANCE.

The following sets forth the intentions, undertakings and contractual obligations and responsibilities of the City under this Agreement in accordance with the Development Timetable contained in Exhibit B, attached hereto and incorporated by reference herein:

A. Maximum TIF Payment. The City's total payment paid from the net incremental real estate tax generated by the Redevelopment Project under this Section I shall not exceed fifteen percent (15%) of the total costs for the Redevelopment Project and shall not extend beyond December 31, 2021, which is the expiration of the property tax TIF district.

The estimated total project cost for the Redevelopment Project is Two Million Five Hundred Thousand Dollars ($2,500,000). Fifteen percent (15%) of such total project costs equals Three Hundred Seventy Five Thousand Dollars ($375,000). In no event shall the maximum total assistance ever exceed Three Hundred Seventy Five Thousand Dollars ($375,000) distributed from the property tax rebate. In the event that the total project cost is less than the amount shown above, then fifteen percent (15%) of the reduced project cost will be the maximum amount paid to the Developer through the term of this Agreement. If, for example, the total project costs are twenty percent (20%) less than the amount shown above, then the total City rebate distributed from the property tax rebate will be reduced by twenty percent (20%).

B. Property Tax Rebate. The City shall pay through its TIF Fund to Developer the net incremental annual real estate taxes as follows:

- 100%: 2014, 2015, 2016, 2017, 2018
- 30.5% for one year – 2019 or until the final payment is made or the TIF District expires in 2021, it being understood that should the Maximum TIF Payment be paid prior to any of the dates listed on this schedule, then no additional amount will be due or

owing from the City. In no event will any payment be made after 2021.

The net incremental annual real estate taxes shall be used by the Developer only to pay for eligible redevelopment costs allowed under the Act (65 ILCS 5/11-74.4-3) as illustrated in Exhibit C, "Redevelopment Project Costs," attached hereto and incorporated herein by this reference, subject to the maximum identified in I.A. above. The base year for computation purposes of the net annual increment is agreed to be the annual real estate taxes for parcel 08-5548; the base Equalized Assessed Valuation (EAV) for the base year 2011 is $59,605. The property tax rebate period will start with assessment year 2013 and payment year 2014. An illustrative example of the payments called for under this paragraph is shown in Exhibit D attached hereto and incorporated by reference herein; the percentages shown on Exhibit D shall be the percentage of payments made under this paragraph. The percentage payment shall be from the incremental property tax generated solely by the Property, and paid to the City's TIF Account; the City shall remit to the Developer within thirty-days (30) after receipt of total annual payment into said City's TIF Account from Rock Island County. In the event that the Incremental Real Estate Taxes generated are less than the amount shown on Exhibit D, then the percentage of net Incremental Real Estate Taxes generated by the Redevelopment Project will be paid to the Developer for the particular year in question as set forth above. The parties agree that the figures shown in Exhibit D are for illustrative purposes, and the actual annual payments to be made in any given year may be more or less than the amount shown or may be $0 depending upon the actual experience.

C. Maximum Amount of Property Tax Rebate. Pursuant to 65 ILCS 5/11-74.4-3(q), the maximum amount of rebate shall not exceed the sum of all reasonable or necessary eligible costs (see Exhibit C) incurred or incidental to the Redevelopment Plan and Redevelopment Project.

D. Final Payment. Upon final payment of the amount specified in paragraph I.A., above, or upon making the final payment as specified in I.B. above, the City's obligations under this Agreement shall be fully paid and satisfied regardless of the total amount of payments actually received by the Developer.

E. Interest. There shall be no interest charged to the City or due to the Developer pursuant to this Agreement at any time, and no interest shall ever be paid to the Developer from the City pursuant to this Agreement, irrespective of whether or not the City is delinquent or otherwise tardy in making payments required hereunder.

F. Enterprise Zone Benefits. The City shall take no action to eliminate the Enterprise Zone while still authorized by statute for the benefit and duration of the Redevelopment Project by which means materials can be purchased for the construction of the Redevelopment Project without the imposition of sales tax and other economic benefits may be obtained under the Enterprise Zone guidelines as are available under the law. The City will cooperate and assist the Developer in its application for all Enterprise Zone benefits, if any, but the City does not warrant or assure or guarantee that any such benefits will be available to the Developer.

G. Grants and Loan Applications. The City agrees to use its best efforts to support the Developer in applying to state and federal grant or loan programs that will enhance the Redevelopment Project.

H. TIF Amendments. The parties expressly understand and agree that all payments provided for in the paragraphs set forth above shall be at all times subject to the requirements and restrictions of the Act.

II. DEVELOPER AGREEMENT TO DEVELOP PROPERTY.

A. Upon the execution of this Agreement, the Developer shall complete the Redevelopment Project substantially in accordance with the plans and specifications for the Redevelopment Project, which plans and specifications must be approved by the City prior to commencement of the Redevelopment Project (such approval may not unreasonably be withheld), as may be normal, customary or required in order to proceed with the Redevelopment Project, in accordance with all applicable rules, codes, regulations, ordinances and laws, including without limitation, the City's Design/Build Management Team ("DBMT") process.

B. Developer agrees to complete the following project elements:

i. Purchase of the building at 1317-1321 5th Avenue and land identified as parcel number 08-5548;

ii. Rehabilitation of 1317-1321 5th Avenue into commercial space on the first floor and 28 loft apartments on the second and third floors.

C. Code Compliance. To the best of the Developer's knowledge, the Redevelopment Project, as designed, is and shall be in full compliance with all applicable state and local laws and ordinances. Further, Developer warrants that the City Code Compliance Manager or Building Official and City Fire Department shall have approved all building plans submitted and agrees to follow all recommendations and requirements of the City Code and the City Code Compliance Manager or Building Official and Fire Chief.

D. Assessed Valuation. Developer agrees to a minimum equalized assessed value of Eight Hundred Thirty Three Thousand Three Hundred Thirty Three Dollars ($833,333) and a minimum fair market value of Two Million Five Hundred Thousand Dollars ($2,500,000). Developer agrees not to appeal the annual assessed valuation of the Property as determined by the Moline Township Assessor until the expiration of this TIF district, provided that any such assessment is consistent with that of comparable properties within the City's Tax Increment Financing District #1.

III. CONDITIONS PRECENDENT TO CITY'S INCENTIVE PAYMENTS HEREUNDER.

A. The Parties agree that the performance of their respective obligations set forth herein is specifically contingent upon the satisfaction and performance of the Developer having obtained debt and equity financing, or commitments for the same, in such amounts and having such financial terms as are reasonable and related to a fair market financing subject to the exercise of the Developer's discretion within sixty (60) days of the execution of this Agreement.

B. Prior to the disbursement of any TIF rebate payments, Developer shall provide documentation of the actual project cost incurred, which have been independently verified by a third party mutually agreed to by City and Developer, at Developer's expense. Failure to provide an independently verified accounting of project costs for purposes of calculating the TIF rebate payments pursuant to paragraphs I. A and I. B, preceding, shall constitute a breach of this Development Agreement and relieve the City of its obligation to make payments hereunder.

IV. WARRANTIES OF THE CITY.

The City represents and warrants to the Developer that it is empowered and authorized to execute and deliver this Agreement and to lend and deliver the assistance described herein upon proof of eligible "redevelopment project costs" pursuant to Section 5/11-74.4-3(q) of the Act, and to execute and deliver all other agreements and documents, if any, required hereunder to be executed and delivered by the City. This Agreement has been, and each such document at the time it is executed and delivered will be, duly executed and delivered on behalf of the City pursuant to its legal power and authority to do so. When executed and delivered to the Developer, all such agreements shall constitute a legal, valid, and binding obligation of the City, enforceable in accordance with the terms of all such agreements.

V. WARRANTIES OF THE DEVELOPER.

A. The Developer represents and warrants to the City that the Developer is an Illinois Limited Liability Company duly organized and existing under the laws of the State of Illinois and that all proceedings of the Developer necessary to authorize the negotiation and execution of this Agreement and the consummation of the transaction contemplated by this Agreement have been taken in accordance with applicable law.

B. The Developer represents and warrants to the City that this Agreement has been duly authorized, executed, and delivered by the Developer, and will be enforceable against the Developer by its terms, except to the extent that such enforceability shall be limited by bankruptcy, or solvency, or similar laws of general application affecting the enforcement of creditor rights, and by equitable principles.

C. The Developer represents and warrants to the City that the execution and delivery of this Agreement, and the consummation of the transactions contemplated in this Agreement will not violate any provision of its operating agreement or any other contract, agreement, court order or decree to which the Developer may be a party or to which the Developer may be subject, or any applicable federal or state law or municipal ordinance.

VI. DEVELOPER'S INDEMNIFICATION.

The Developer shall indemnify and hold harmless the City, its agents, officers and employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses (including any liabilities, judgments, costs and expenses and reasonable attorney's fees) which may arise directly or indirectly from the failure of the Developer or any contractor, subcontractor or agent or employee thereof (so long as such contractor, subcontractor or agent or employee thereof is hired by the Developer) to timely pay any contractor, subcontractor, laborer or materialman, from any default or breach of the terms of this Agreement by the Developer, or from any negligence or reckless or willful misconduct of the Developer or any contractor, subcontractor agent or employee thereof (so long as such contractor, subcontractor or agent or employee is hired by the Developer or Developer’s contractor). The Developer shall, at the Developer's sole cost and expense, appear, defend and pay all charges, attorneys’ fees, costs and other expenses arising therefrom or incurred in connection therewith. If any judgment shall be rendered against the City, its agents, officers, officials or employees in any such action, the Developer shall, at the Developer's sole cost and expense, satisfy and discharge the same. This paragraph shall not apply, and the Developer shall have no obligation whatsoever, with respect to any acts of negligence or reckless or willful misconduct on the part of the City or any of its officers, agents, employees or contractors.

VII. ENTIRE AGREEMENT.

This document and exhibits hereto contain the entire agreement between the Developer and the City as to this Agreement and its burdens and benefits shall inure to the benefit of, and shall be binding upon the parties hereto or a memorandum thereof and their respective heirs, executors, successors, and assigns. This Agreement or a memorandum thereof shall be recorded as set forth below, and may be modified only by written amendment signed by the Developer and the City, which amendment shall become effective upon recording by either party in the Recorder’s Office in Rock Island County, Illinois.

VIII. ASSIGNMENT.

The Developer hereunder may assign the rights, duties, and obligations of the Developer only with the prior written consent of the City (which consent may not unreasonably be withheld). For the purposes of this paragraph, consent shall be deemed given by the City upon execution of this Agreement for any assignment to any person or entity having a verified net worth of not less than Five Million and No/100 Dollars ($5,000,000.00). If a request for consent is not denied in writing on or before thirty (30) days after written request, such consent shall be deemed given.

IX. SURVIVAL OF WARRANTIES AND REPRESENTATIONS.

Any warranty, representation, or agreement herein contained shall survive the execution of the Agreement.

X. NOTICE OF DEFAULT.

In the event either party is in default hereunder (the “Defaulting Party”), the other party (the “Non-Defaulting Party”) shall be entitled to take any action allowed by applicable law by virtue of said default provided that the Non-Defaulting Party first gives the Defaulting Party written notice of default describing the nature of the default, what action, if any, is deemed necessary to cure the same and specifying a time period of not less than thirty (30) days in which the default may be cured by the Defaulting Party.

XI. REMEDIES UPON DEFAULT.

A. If, in the City’s judgment, the Developer is in default of this Agreement, the City shall provide the Developer with a written statement indicating in adequate detail any failure on the Developer's part to fulfill its obligations under this Agreement. Except as required to protect against further damages, the City may not exercise any remedies against the Developer in connection with such failure until thirty (30) days after giving such notice. If such default cannot be cured within such thirty (30) day period, such thirty (30) day period shall be extended for such time as is reasonably necessary for the curing of the same, so long as the Developer diligently proceeds with such cure; if such default is cured within such extended period, the default shall not be deemed to constitute a breach of this Agreement. A default not cured as provided above shall constitute a breach of this Agreement. Any failure or delay by the City in asserting any of its rights or remedies as to any default or alleged default or breach shall not operate as a waiver of any such default or breach or of any rights or remedies it may have as a result of such default or breach.

B. If the Developer materially fails to fulfill its obligations under this Agreement after notice is given by the City and any cure periods described in Paragraph A above have expired or if all or a portion of any such agreement is terminated, the City may elect to terminate this Agreement or exercise any right or remedy it may have at law or in equity, including without limitation the right to specifically enforce the terms and conditions of this Agreement. If any voluntary or involuntary petition or similar pleading under any section or sections of any bankruptcy or insolvency act shall be filed by or against the Developer, or any voluntary or involuntary proceeding in any court or tribunal shall be instituted to declare the

Developer insolvent or unable to pay the Developer's debts, or the Developer makes an assignment for the benefit of its creditors, or a trustee or receiver is appointed for the Developer or for the major part of the Developer's property, the City may elect, to the extent such election is permitted by law and is not unenforceable under applicable federal bankruptcy laws, but is not required, with or without notice of such election and with or without entry or other action by the City, to forthwith terminate this Agreement. To effect the City's termination of this Agreement under this Section XI.B., the City's sole obligation shall be to record, in the office of the Rock Island County Recorder, a Certificate of Default executed by the Mayor of the City or such other person as shall be designated by the City, stating that this Agreement is terminated pursuant to the provisions of this Section XI.B., in which event this Agreement by virtue of the recording of such certificate, shall *ipso facto* automatically become null and void and of no further force and effect.

C. If, in the Developer's judgment, the City is in material default of this Agreement, the Developer shall provide the City with a written statement indicating in adequate detail any failure on the City's part to fulfill its obligations under this Agreement. The Developer may not exercise any remedies against the City in connection with such failure until thirty (30) days after giving such notice. If such default cannot be cured within such thirty (30) day period, such thirty (30) day period shall be extended for such time as is reasonably necessary for the curing of the same, so long as the City diligently proceeds with such cure; if such default is cured within such extended period, the default shall not be deemed to constitute a breach of this Agreement. A default not cured as provided above shall constitute a breach of this Agreement. Any failure or delay by the Developer in asserting any right or remedy as to any default or any alleged default or breach shall not operate as a waiver of any such default or breach or of any rights or remedies it may have as a result of such default or breach.

D. In addition to any other rights or remedies, a party may institute legal action against the other party to cure, correct or remedy any default, or to obtain any other remedy consistent with the purpose of this Agreement, either at law or in equity, including, but not limited to the equitable remedy of an action for specific performance. Notwithstanding the foregoing, in the event either party shall institute and complete legal action against the other party because of a breach of any agreement or obligation contained in this Agreement, the substantially prevailing party shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, incurred in connection with such action.

E. The rights and remedies of the parties are cumulative and the exercise by a party of one or more of such rights or remedies shall not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same default or for any other default by the other party.

XII. NON-DISCRIMINATION.

The Developer agrees that neither the Property nor any portion thereof, shall be sold to, leased, or used by the Developer in a manner to permit discrimination or restriction on the basis of race, creed, ethnic origin or identity, color, gender, sexual orientation, religion, marital status, age, handicap, or national origin, and that the development of and construction and operations on the Property shall be in compliance with all effective laws, ordinances, and regulations relating to discrimination on any of the foregoing grounds.

XIII. NOTICES.

Any notice required or permitted hereunder shall be in writing, signed by the party giving the notice, and shall be deemed given when (a) hand delivered to the party to whom the notice is addressed; (b) mailed by certified mail, return receipt requested, United States mail, postage prepaid; or (c) delivered by overnight courier delivery service (i.e. Federal Express, UPS, etc.) and addressed to the party at the address shown as follows:

TO CITY:	City Administrator and City Clerk 619 16th Street Moline, IL 61265
WITH A COPY TO:	City Attorney 619 16th Street Moline, IL 61265
TO DEVELOPER:	Berglund Lofts, LLC Attn: Mark Roemer 2550 Middle Road Bettendorf, IA 52722

Any party may change the address to which notices shall be sent by notice given in accordance with the terms of this paragraph.

XIV. COUNTERPARTS.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original.

XV. HEADINGS.

Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

XVI. APPLICABLE LAW.

This Agreement, and each of its subparts and incorporated items thereto shall be interpreted under the laws of the State of Illinois and any action brought to enforce or interpret any of its provisions or otherwise involving this Agreement must be filed in a Rock Island County, Illinois, court of competent jurisdiction.

XVII. SEVERABILITY.

Should any part of this Agreement be determined to be illegal, invalid, or otherwise unenforceable, then all such remaining parts not so affected by such illegality, invalidity, or unenforceability shall continue in full force and effect, fully binding both parties, their respective heirs and assigns, as to such remaining terms.

XVIII. NO JOINT VENTURE, AGENCY OR PARTNERSHIP CREATED.

Neither anything in this Agreement nor any acts of the parties to this Agreement shall be construed by the parties or any third person to create the relationship of a partnership, agency, or joint venture between or among such parties.

XIX. ASSURANCE OF FURTHER ACTION.

From time to time hereafter and without further consideration, each of the parties to this Agreement shall execute and deliver, or cause to be executed and delivered, such recordable memoranda, further instruments, and agreements, and shall take such other actions, as any other party may reasonably request, in order to more effectively memorialize, confirm, and effectuate the intentions, undertakings, and obligations contemplated by this Agreement.

XX. DELAYED EXECUTION.

After this Agreement is approved by the Moline City Council and duly signed by the Mayor and attested by the City Clerk, the Developer shall have up to ten days (10) from that date to execute this Agreement, and this Agreement shall not be binding on the parties until duly executed by both parties.

XXI. DISCLAIMER OF THIRD PARTY BENEFITS.

The intentions, affirmations, authorizations and agreements between the parties hereto as expressed herein are approved solely by and between the parties hereto and no other; and provided further, however, that neither and none of such intentions, affirmations, authorizations or agreements may be relied upon by any person or entity, to such entity or person(s) detriment, or for any reason whatsoever, whether third person or otherwise. Any such reliance or purported reliance as a third party beneficiary to this Agreement or predicated upon any other relationship to any of the parties hereto and each of them, whether real or alleged, is specifically disclaimed by the parties herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth above their respective signatures.

(Signature provisions on following page)

THE CITY OF MOLINE, ILLINOIS

DATED: _____

By:_____
Donald Welvaert, Mayor

Attest:_____
Tracy Koranda, City Clerk

Approved as to form:

_____
Maureen E. Riggs, City Attorney

BERGLUND LOFTS, LLC

DATED: _____

By: _____
Mark Roemer, Manager

STATE OF ILLINOIS)
) SS:
COUNTY OF ROCK ISLAND)

On this _____ day of _____, 2012, before me, the undersigned, a Notary Public in and for the State of Illinois, personally appeared **DONALD WELVAERT** and **TRACY KORANDA** to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the **CITY OF MOLINE**, executing the within and foregoing instrument to which this is attached; that said instrument was signed (and sealed) on behalf of (the seal affixed thereto is the seal of said corporation) as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

(seal)

_____
NOTARY PUBLIC

STATE OF _____)
) SS:
COUNTY OF _____)

On this _____ day of _____, 2012, before me, a Notary Public in and for said County and State aforesaid, personally appeared **MARK ROEMER** to me personally known, who being by me duly sworn (or affirmed) did say that he is the Manager of **BERGLUND LOFTS, LLC**, and that said instrument was signed on behalf of the limited liability company; **MARK ROEMER** acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by it and by him voluntarily executed.

(seal)

_____
NOTARY PUBLIC

EXHIBIT A

LEGAL DESCRIPTION

Lot 7 in Block 27 in that part of the City of Moline known as and called the Old or Original Town of Moline, Illinois.

EXHIBIT B

DEVELOPMENT TIMETABLE

EXHIBIT C

REDEVELOPMENT COSTS

Costs as Permitted Pursuant to Section 5/11-74.4-3(q) of the Act:

- Acquisition and other Property Assembly Costs
- Development Services Design and Engineering Services
- Legal/Appraisal
- Surveys and Environmental Reports Related to Property Assembly or Reconstruction, Remodeling, Repair, or Rehabilitation
- Reconstruction, rehabilitation, repair or remodeling
- And other items permitted by the Act

EXHIBIT D

ILLUSTRATIVE EXAMPLE OF FINANCIAL ASSISTANCE

$	2,500,000	Total Project Cost	1.5% Growth
$	375,000	Rebate Amount (15%)	

No. Of Yrs.	Assmt Yr	Payable Yr	Net Prop. Tax Incre.	Prop. Tax Rebate	*% Dev'r. PTX Rebate*
1	2013	2014	$68,442.00	$68,442.00	*100%*
2	2014	2015	$69,468.63	$69,468.63	*100%*
3	2015	2016	$70,510.66	$70,510.66	*100%*
4	2016	2017	$71,568.32	$71,568.32	*100%*
5	2017	2018	$72,641.84	$72,641.84	*100%*
6	2018	2019	$73,731.47	$22,488.10	*30.5%*
7	2019	2020	$74,837.44	$0.00	*0%*
8	2020	2021	$75,960.01	$0.00	*0%*
9	2021	2022	$0.00	$0.00	*0%*
10	2022	2023	$0.00	$0.00	*0%*
11	2023	2024	$0.00	$0.00	*0%*
12	2024	2025	$0.00	$0.00	*0%*
13	2025	2026	$0.00	$0.00	*0%*
	Total		**$577,160.37**	**$375,119.55**	

2012 Façade	$10,000
Property Rebate	$365,000
Total	$375,000

CITY OF MOLINE, IL BID TABULATION Bid Date and Time: February 14, 2012 11:00 a.m.

Project No. 1154 - 2012 Joint Pavement Marking Program

				Peterson Parking Lot Striping, Inc.					
ITEM NO.	ITEM	APPROX QUANTITY	UNIT	UNIT PRICE	AMOUNT				
	MOLINE								
1	PAINT PAVEMENT MARKING LINE, 4"	400,000	LF	$0.13	$53,000.00				
2	PAINT PAVEMENT MARKING LINE, 6"	15,000	LF	$1.75	$26,250.00				
3	PAINT PAVEMENT MARKING LINE, 12"	12,000	LF	$2.30	$27,600.00				
4	PAINT PAVEMENT MARKING LINE, 24"	6,000	LF	$3.85	$23,100.00				
5	PAINT PAVEMENT MARKING LETTERS & SYMBOLS	7,000	SF	$3.50	$24,500.00				
6	PAINT PAVEMENT MARKING LINE, 4" (SPECIAL)	500	LF	$0.13	$66.25				
	ROCK ISLAND								
7	PAINT PAVEMENT MARKING LINE, 4"	221,500	LF	$0.13	$29,348.75				
8	PAINT PAVEMENT MARKING LINE, 8"	1,250	LF	$1.99	$2,487.50				
9	PAINT PAVEMENT MARKING LINE, 12"	100	LF	$2.30	$230.00				
10	PAINT PAVEMENT MARKING LINE, CURB	51,250	LF	$0.65	$33,312.50				
	EAST MOLINE								
11	PAINT PAVEMENT MARKING LINE, 4"	120,000	LF	$0.13	$15,900.00				
12	PAINT PAVEMENT MARKING LINE, 8"	20,000	LF	$1.99	$39,800.00				
13	PAINT PAVEMENT MARKING LINE, 12"	2,300	LF	$2.30	$5,290.00				
14	PAINT PAVEMENT MARKING LETTERS & SYMBOLS	1,900	LF	$3.50	$6,650.00				
15	PAINT PAVT MARK 4" PARKING	4,850	LF	$0.85	$4,122.50				
	TOTAL:				**$291,657.50**				

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

CITY OF MOLINE, IL BID TABULATION
PROJECT NO. 1143 - 2012 RESIDENTIAL RECONSTRUCT

Bid Date and Time: February 14, 2012 11:00 a.m.

ITEM NO.	ITEM	APPROX QUANTITY	UNIT	Centennial Contractors of the Quad Cities, Inc. UNIT PRICE	Centennial Contractors of the Quad Cities, Inc. AMOUNT	Miller Trucking & Excavating UNIT PRICE	Miller Trucking & Excavating AMOUNT	Valley Construction UNIT PRICE	Valley Construction AMOUNT
1	Geotech Fabric for Grnd. Stabilization	6249	s.y.	$1.00	$6,249.00	$1.25	$7,811.25	$1.30	$8,123.70
2	Seeding Special Complete	2575	s.y.	$4.00	$10,300.00	$1.70	$4,377.50	$2.50	$6,437.50
3	Aggregate Base Course, TYPE C, 6"	6249	s.y.	$7.50	$46,867.50	$8.00	$49,992.00	$10.50	$65,614.50
4	Incidental HMA Surface	7	ton	$350.00	$2,450.00	$262.00	$1,834.00	$375.00	$2,625.00
5	P.C.C. Pavement, 8" w/int. curb	5984	s.y.	$49.00	$293,216.00	$56.50	$338,096.00	$49.95	$298,900.80
6	P.C.C. Driveway Pavement	574	s.y.	$60.00	$34,440.00	$68.00	$39,032.00	$59.50	$34,153.00
7	P.C.C. Sidewalk	5752	s.f.	$5.25	$30,198.00	$6.00	$34,512.00	$6.50	$37,388.00
8	Pavement Removal	5984	s.y.	$12.00	$71,808.00	$12.00	$71,808.00	$16.50	$98,736.00
9	Driveway Pavement Removal	552	s.y.	$12.00	$6,624.00	$13.75	$7,590.00	$16.50	$9,108.00
10	Sidewalk Removal	4886	s.f.	$1.00	$4,886.00	$1.25	$6,107.50	$1.50	$7,329.00
11	Relocate Curbside Mailbox	14	ea.	$75.00	$1,050.00	$62.50	$875.00	$150.00	$2,100.00
12	St. Sewer TY 1, RCCP CL14, 12"	463	l.f.	$50.00	$23,150.00	$56.50	$26,159.50	$59.50	$27,548.50
13	St. Sewer TY 2, RCCP CL2, 12"	28	l.f.	$50.00	$1,400.00	$146.00	$4,088.00	$59.50	$1,666.00
14	Storm Trench Backfill	99	c.y.	$25.00	$2,475.00	$40.00	$3,960.00	$15.00	$1,485.00
15	Catch Basin Special No. 1	1	ea.	$3,200.00	$3,200.00	$4,085.00	$4,085.00	$3,400.00	$3,400.00
16	Catch Basin Special No. 2	7	ea.	$3,000.00	$21,000.00	$3,800.00	$26,600.00	$2,750.00	$19,250.00
17	Inlet Special to be Adjusted	2	ea.	$500.00	$1,000.00	$450.00	$900.00	$650.00	$1,300.00
18	Inlet Single to be Adj.	2	ea.	$500.00	$1,000.00	$450.00	$900.00	$650.00	$1,300.00
19	Inlet Double to be Adj.	5	ea.	$750.00	$3,750.00	$900.00	$4,500.00	$675.00	$3,375.00
20	Storm Manhole to be Adj.	2	ea.	$500.00	$1,000.00	$400.00	$800.00	$575.00	$1,150.00
21	Remove Inlet Double	2	ea.	$500.00	$1,000.00	$600.00	$1,200.00	$600.00	$1,200.00
22	Pipe Underdrain Complete	3453	l.f.	$10.00	$34,530.00	$11.25	$38,846.25	$11.50	$39,709.50
23	Pipe Underdrain In Storm Sewer Trench	320	l.f.	$10.00	$3,200.00	$4.50	$1,440.00	$5.00	$1,600.00

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

24	San. Manhole to be Adj. w/ fr & lid	5	ea.	$850.00	$4,250.00	$826.00	$4,130.00	$775.00	$3,875.00
25	San. Manhole to be Adj.	3	ea.	$500.00	$1,500.00	$525.00	$1,575.00	$550.00	$1,650.00
26	Cleanout to be Adjusted	2	ea.	$250.00	$500.00	$200.00	$400.00	$350.00	$700.00
27	Valve Vault to be Adj.	2	ea.	$250.00	$500.00	$200.00	$400.00	$575.00	$1,150.00
28	Valve Box to be Adj.	1	ea.	$100.00	$100.00	$350.00	$350.00	$135.00	$135.00
29	Curb Box to be Adj.	3	ea.	$100.00	$300.00	$225.00	$675.00	$135.00	$405.00
30	Traffic Control Complete 13th Street	1	l.sum	$13,500.00	$13,500.00	$11,000.00	$11,000.00	$14,750.00	$14,750.00
31	Traffic Control Complete 29th Str. 32nd Ave	1	l.sum	$18,500.00	$18,500.00	$22,000.00	$22,000.00	$23,700.00	$23,700.00
32	St. Manhole, TY A, 4' dia. w/T.1 F. closed lid	2	ea.	$2,500.00	$5,000.00	$2,100.00	$4,200.00	$2,500.00	$5,000.00
	TOTAL:				**$648,943.50**		**$720,244.00**		**$724,864.50**

				McCarthy Improvement Company		**Brandt Construction Co.**		**Langman Construction, Inc.**		**Walter D. Laud, Inc.**
ITEM NO.	ITEM	APPROX QUANTITY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT			
1	Geotech Fabric for Grnd. Stabilization	6249	s.y.	$1.50	$9,373.50	$1.25	$7,811.25			
2	Seeding Special Complete	2575	s.y.	$7.50	$19,312.50	$6.90	$17,767.50			
3	Aggregate Base Course, TYPE C, 6"	6249	s.y.	$14.00	$87,486.00	$11.00	$68,739.00			
4	Incidental HMA Surface	7	ton	$375.00	$2,625.00	$270.00	$1,890.00			
5	P.C.C. Pavement, 8" w/int. curb	5984	s.y.	$46.50	$278,256.00	$50.15	$300,097.60			
6	P.C.C. Driveway Pavement	574	s.y.	$62.00	$35,588.00	$57.50	$33,005.00			
7	P.C.C. Sidewalk	5752	s.f.	$5.50	$31,636.00	$6.45	$37,100.40			
8	Pavement Removal	5984	s.y.	$11.00	$65,824.00	$19.25	$115,192.00			
9	Driveway Pavement Removal	552	s.y.	$10.00	$5,520.00	$13.50	$7,452.00			
10	Sidewalk Removal	4886	s.f.	$1.00	$4,886.00	$1.20	$5,863.20			
11	Relocate Curbside Mailbox	14	ea.	$200.00	$2,800.00	$215.00	$3,010.00			
12	St. Sewer TY 1, RCCP CL14, 12"	463	l.f.	$51.00	$23,613.00	$47.25	$21,876.75			
13	St. Sewer TY 2, RCCP CL2, 12"	28	l.f.	$85.00	$2,380.00	$49.15	$1,376.20			

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

14	Storm Trench Backfill	99	c.y.	$44.00	$4,356.00	$23.00	$2,277.00			
15	Catch Basin Special No. 1	1	ea.	$5,100.00	$5,100.00	$3,950.00	$3,950.00			
16	Catch Basin Special No. 2	7	ea.	$3,600.00	$25,200.00	$3,545.00	$24,815.00			
17	Inlet Special to be Adjusted	2	ea.	$1,200.00	$2,400.00	$510.00	$1,020.00			
18	Inlet Single to be Adj.	2	ea.	$700.00	$1,400.00	$510.00	$1,020.00			
19	Inlet Double to be Adj.	5	ea.	$900.00	$4,500.00	$645.00	$3,225.00			
20	Storm Manhole to be Adj.	2	ea.	$500.00	$1,000.00	$510.00	$1,020.00			
21	Remove Inlet Double	2	ea.	$900.00	$1,800.00	$460.00	$920.00			
22	Pipe Underdrain Complete	3453	l.f.	$9.50	$32,803.50	$13.45	$46,442.85			
23	Pipe Underdrain In Storm Sewer Trench	320	l.f.	$2.00	$640.00	$6.25	$2,000.00			
24	San. Manhole to be Adj. w/ fr & lid	5	ea.	$800.00	$4,000.00	$1,035.00	$5,175.00			
25	San. Manhole to be Adj.	3	ea.	$500.00	$1,500.00	$570.00	$1,710.00			
26	Cleanout to be Adjusted	2	ea.	$200.00	$400.00	$355.00	$710.00			
27	Valve Vault to be Adj.	2	ea.	$500.00	$1,000.00	$455.00	$910.00			
28	Valve Box to be Adj.	1	ea.	$200.00	$200.00	$150.00	$150.00			
29	Curb Box to be Adj.	3	ea.	$200.00	$600.00	$150.00	$450.00			
30	Traffic Control Complete 13th Street	1	l.sum	$30,000.00	$30,000.00	$14,750.00	$14,750.00			
31	Traffic Control Complete 29th Str. 32nd Ave	1	l.sum	$40,000.00	$40,000.00	$21,000.00	$21,000.00			
32	St. Manhole, TY A, 4' dia. w/T.1 F. closed lid	2	ea.	$3,000.00	$6,000.00	$2,375.00	$4,750.00			
	TOTAL:				**$732,199.50**		**$757,475.75**	**Non-Responsive Bid**		**Non-Responsive Bid**

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

CITY OF MOLINE, IL BID TABULATION

Bid Date and Time: February 14, 2012 11:00 a.m.

Project No. 1157 - 16th Street Water Improvements

ITEM NO.	ITEM	APPROX QUANTITY	UNIT	Miller Trucking & Excavating UNIT PRICE	Miller Trucking & Excavating AMOUNT	Langman Construction, Inc. UNIT PRICE	Langman Construction, Inc. AMOUNT	Valley Construction Company UNIT PRICE	Valley Construction Company AMOUNT
1	Curb Box to be Removed	2	ea	$250.00	$500.00	$25.00	$50.00	$450.00	$900.00
2	Valve Box to be Removed	1	ea	$100.00	$100.00	$50.00	$50.00	$950.00	$950.00
3	Cap 4" Water Main & fill Vault	1	ea	$1,400.00	$1,400.00	$300.00	$300.00	$1,680.00	$1,680.00
4	Remove Valve & Cap 4" Water Main	1	ea	$600.00	$600.00	$200.00	$200.00	$1,800.00	$1,800.00
5	Remove Cross	1	ea	$2,200.00	$2,200.00	$300.00	$300.00	$6,400.00	$6,400.00
6	Tapping Sleeve w/ valve & box	2	ea	$4,425.00	$8,850.00	$2,500.00	$5,000.00	$5,700.00	$11,400.00
7	Water Service Conn. Complete, 1"	36	ea	$1,450.00	$52,200.00	$2,000.00	$72,000.00	$2,950.00	$106,200.00
8	Abandon Water Service Complete	2	ea	$1,000.00	$2,000.00	$600.00	$1,200.00	$1,500.00	$3,000.00
9	Standard Test Con., 8"x8"x2" tee	1	ea	$850.00	$850.00	$300.00	$300.00	$900.00	$900.00
10	Standard Test Connection, 1"	1	ea	$850.00	$850.00	$100.00	$100.00	$500.00	$500.00
11	Water Main, D.I.P., P CL 350, 8"	381	l.f.	$75.50	$28,765.50	$83.00	$31,623.00	$71.00	$27,051.00
12	Trench Backfill	230	c.y.	$5.00	$1,150.00	$15.00	$3,450.00	$24.00	$5,520.00
13	Sidewalk Removal Special	2645	s.f.	$2.25	$5,951.25	$0.40	$1,058.00	$2.40	$6,348.00
14	Pavement Removal Special	44	s.y.	$20.25	$891.00	$50.00	$2,200.00	$129.00	$5,676.00
15	Traffic Control Complete	1	l.sum	$5,000.00	$5,000.00	$13,750.00	$13,750.00	$3,000.00	$3,000.00
	TOTAL:				**$111,307.75**		**$131,581.00**		**$181,325.00**

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

				KCM Construction Corp		Walter D. Laud, Inc.		Brandt Construction	
ITEM NO.	ITEM	APPROX QUANTITY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Curb Box to be Removed	2	ea	$435.00	$870.00	$2,500.00	$5,000.00	$460.00	$920.00
2	Valve Box to be Removed	1	ea	$570.00	$570.00	$1,500.00	$1,500.00	$460.00	$460.00
3	Cap 4" Water Main & fill Vault	1	ea	$822.00	$822.00	$3,000.00	$3,000.00	$1,000.00	$1,000.00
4	Remove Valve & Cap 4" Water Main	1	ea	$476.00	$476.00	$4,000.00	$4,000.00	$1,000.00	$1,000.00
5	Remove Cross	1	ea	$2,877.00	$2,877.00	$4,000.00	$4,000.00	$2,769.47	$2,769.47
6	Tapping Sleeve w/ valve & box	2	ea	$4,216.50	$8,433.00	$5,000.00	$10,000.00	$3,500.00	$7,000.00
7	Water Service Conn. Complete, 1"	36	ea	$3,700.00	$133,200.00	$5,700.00	$205,200.00	$7,100.00	$255,600.00
8	Abandon Water Service Complete	2	ea	$2,772.00	$5,544.00	$1,500.00	$3,000.00	$1,950.00	$3,900.00
9	Standard Test Con., 8"x8"x2" tee	1	ea	$954.00	$954.00	$700.00	$700.00	$950.00	$950.00
10	Standard Test Connection, 1"	1	ea	$312.00	$312.00	$250.00	$250.00	$400.00	$400.00
11	Water Main, D.I.P., P CL 350, 8"	381	l.f.	$92.00	$35,052.00	$71.00	$27,051.00	$70.00	$26,670.00
12	Trench Backfill	230	c.y.	$24.00	$5,520.00	$20.00	$4,600.00	$23.50	$5,405.00
13	Sidewalk Removal Special	2645	s.f.	$3.55	$9,389.75	$2.00	$5,290.00	$4.00	$10,580.00
14	Pavement Removal Special	44	s.y.	$314.00	$13,816.00	$100.00	$4,400.00	$50.00	$2,200.00
15	Traffic Control Complete	1	l.sum	$1,500.00	$1,500.00	$7,500.00	$7,500.00	$41,145.53	$41,145.53
	TOTAL:				**$219,335.75**		**$285,491.00**		**$360,000.00**

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

MEMORANDUM OF UNDERSTANDING

BETWEEN
THE
STATE OF ILLINOIS, STATE OF IOWA,
CITY OF MOLINE, ILLINOIS,
CITY OF BETTENDORF, IOWA AND
CITY OF DAVENPORT, IOWA

FOR THE
ASSIGNMENT OF AESTHETIC INSTALLATION COSTS
AND MAINTENANCE RESPONSIBILITIES
AS PART OF THE INTERSTATE 74 CORRIDOR WHICH INCLUDES
A NEW REPLACEMENT
INTERSTATE 74 MISSISSIPPI RIVER BRIDGE
BETWEEN MOLINE, ILLINOIS AND BETTENDORF, IOWA

IOWA DEPARTMENT OF TRANSPORTATION
Memorandum of Understanding

County	Scott
Party	State of Illinois
Project No.	IM-074-1(161)4--13-82
Iowa DOT Agreement No.	2011-IL-120
Staff Action No.	
Illinois DOT Agreement No.	MOU-2-11-050

This Memorandum of Understanding (hereinafter, "MOU"), entered into and executed in quintuplicate between the State of Illinois, acting by and through the Illinois Department of Transportation (hereinafter, "ILLINOIS"); the State of Iowa, acting by and through the Iowa Department of Transportation (hereinafter, "IOWA"); the City of Moline, Illinois (hereinafter, "MOLINE"); the City of Bettendorf, Iowa (hereinafter, "BETTENDORF"); and the City of Davenport, Iowa (hereinafter, "DAVENPORT"), and in accordance with 761 Iowa Administrative Code Chapter 150 and Iowa Code Sections 28E.3, 28E.12 and 306A.7, the Illinois Highway Code (605 ILCS 5/1-101 *et seq*.), and the Intergovernmental Cooperation Act (5 220/1 *et seq.),* expresses the intent of the parties commitment to provide aesthetic features and necessary maintenance and operation responsibilities within the Iowa/Illinois I-74 Corridor between the cities of Davenport and Bettendorf, Iowa and Moline, Illinois.

WITNESSETH;

WHEREAS, ILLINOIS and IOWA have decided to jointly participate in the design and construction of capacity and operational improvements, including the replacement of the existing Mississippi River Bridge within the Interstate 74 corridor between the Avenue of the Cities in Moline, Illinois and 53rd Street in Davenport, Iowa, hereinafter called the "project"; and

WHEREAS, final design for the project is underway and in order to proceed with the final design, assumptions regarding aesthetic components of the project must be made.

WHEREAS, ILLINOIS, IOWA, MOLINE, BETTENDORF and DAVENPORT wish to clarify their respective understanding and intention in regards to future obligations related to installation, maintenance and operational costs and responsibilities of the aesthetic components; and

NOW, THEREFORE, in consideration of the above, it is hereby understood as follows:

General Provisions

1. For the purposes of this Memorandum of Understanding, aesthetic components include:
    A. Designated pedestrian/bicycle accommodations, including associated lighting.
    B. Lighting installed with its main objective to provide aesthetic value, not safety. Such lighting includes lighting for the piers, overlook areas, identity pylons, and river bridge arch span.
    C. Pedestrian overlook located mid-span of the river crossing bridge.
    D. The associated costs of the "reflections" shape of the piers above the base cost of a standard pier.
    E. The associated costs of the aesthetic treatments to the retaining walls and noise abatement walls above the base cost of a standard wall. This Memorandum of Understanding assumes the aesthetic treatments involve the use of patterned liners for

the wall panels.

F. Banners.
G. Gateway features.
H. Identity pylons.
I. The associated costs for an aesthetic railing on an overhead bridge above the cost of a fence.
J. The associated costs for a combination steel and concrete traffic barrier above the cost of a standard (e.g. “F” shape all-concrete) traffic barrier.
K. The associated cost for aesthetic bridge abutments and maskwalls requiring formliners and complex formwork above the standard abutments.
L. The associated cost for aesthetic light poles and luminaires above the base cost of standard poles and luminaires.
M. Water features and the associated costs for wet detention basin above the base cost of a dry detention basin.

2. Cost Sharing. The parties agree to the sharing of costs for the project as described herein and further illustrated in Exhibit A. It is the understanding of the parties that the amounts shown in Exhibit A are estimates based on the status of design at the time of execution of this MOU. It is further understood each party’s proportionate share of actual costs shall be based on updated costs based on final design and scheduled time of lettings.

   A. The parties recognized the basket handle arch design and concrete rib design for the river bridge add aesthetic qualities to the project. However, for the purpose of this MOU, additional costs associated with them, if any, are considered base costs, not aesthetic costs.

   B. Installation and maintenance costs of aesthetic landscaping will be addressed in a future agreement and/or Memorandum of Understanding.

   C. The five parties shall enter into an Agreement, to be executed prior to the letting of the first contract(s) for the aesthetics construction which confirms each party’s respective responsibilities and cost sharing commitment as described in this MOU

Miscellaneous Provisions

3. Federal and State Funding Availability. The execution of this MOU by ILLINOIS and IOWA, with MOLINE, BETTENDORF and DAVENPORT, does not guarantee that additional Federal monies will be available for completion of the aesthetic improvements as described herein. Furthermore, should sufficient Federal Earmarks designated to ILLINOIS and/or IOWA not become available in the future as needed to construct the aesthetic improvements described herein, ILLINOIS and IOWA shall mutually agree, as well as coordinate with MOLINE, BETTENDORF, and DAVENPORT, whether or not to proceed with completion of said improvements using normal federal authorizations received by each state, as well as state program funding sources. Furthermore, ILLINOIS and IOWA’s obligations shall cease immediately without penalty of further payment being required, in any year for with the General Assembly of the State of Illinois or State of Iowa or federal funding source for services rendered under this MOU fails to make an appropriation or reappropriation to pay such obligations and ILLINOIS’ and IOWA’s obligations hereunder shall cease immediately without penalty of further payment being required at any time where there are not sufficient authorized funds lawfully available to ILLINOIS or IOWA to meet such obligations.

4. Third Party Beneficiaries. It is the intent of the parties that no third party beneficiaries be created by this MOU.

5. Validity. If any section, provision, or part of this MOU shall be found to be invalid or unconstitutional, such judgment shall not affect the validity of the MOU as a whole or any section, provision, or part thereof not found to be invalid or unconstitutional.

6. Conflicts. If any conflicts are found between state codes/administrative rules and this MOU regarding cost sharing, the state codes/administrative rules shall govern.

7. Duplication. This MOU shall be executed in quintuplicate counterparts, each of which so executed shall be deemed to be an original.

8. Entirety. This document represents the entire MOU between the parties regarding this action. Any subsequent change or modification to the terms of this MOU shall be in the form of a duly executed amendment to this document.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed in quintuplicate by their properly authorized officers as of the day and year written.

ILLINOIS DEPARTMENT OF TRANSPORTATION:

BY:_____ _____
Date
Secretary

BY:_____ _____
Christine M. Reed, P.E. Date
Director of Highways/Chief Engineer

BY:_____ _____
Matthew R. Hughes Date
Acting Director - Finance & Administration

IOWA DEPARTMENT OF TRANSPORTATION:

BY:_____ _____, 20__

James R. Schnoebelen Date
District Engineer
District 6

CITY OF MOLINE, ILLINOIS:

BY:_____ _____, 20__
Title: Mayor

I,_____, certify that I am the Clerk of the CITY, and that _____, who signed said Agreement for and on behalf of the CITY was duly authorized to execute the same on the _____ day of _____, 20_____.

Signed: _____
City Clerk of Moline, Illinois

CITY OF BETTENDORF, IOWA:

BY:_____ _____, 20__
Title: Mayor

I,_____, certify that I am the Clerk of the CITY, and that _____, who signed said Agreement for and on behalf of the CITY was duly authorized to execute the same on the _____ day of _____, 20_____.

Signed: _____
City Clerk of Bettendorf, Iowa.

CITY OF DAVENPORT, IOWA:

BY:_____ _____, 20__
Title: Mayor

I,_____, certify that I am the Clerk of the CITY, and that _____, who signed said Agreement for and on behalf of the CITY was duly authorized to execute the same on the _____ day of _____, 20_____.

Signed: _____
City Clerk of Davenport, Iowa.

Item	Installation Costs							Operating / Maintenance Costs
	Cost Sharing	Rough Cost Estimate - Aethestic / Aesthetic Premium						
		IA	IL	Davenport	Bettendorf	Moline	TOTAL	
Basket Handle Arch Design - potential cost premium over other designs	DOTs - consider current design as base for purposes of an agreement							DOTs
Concrete Rib	N/A. Assumed no cost premium related to aesthetics							DOTs
Ped/Bike Trail	DOTS for bike ped bridge on I-74 main line structure. Other bike ped costs will be local costs.	$ 8,280,000	$ 8,280,000	$ -	$ 105,000	$ 105,000	$ 16,770,000	Bike/ped trail on I-74 main line structure - DOTs maintain structural integrity and pedestrian railing. Locals perform surface maintenance (sweeping, plowing, pavement markings), maintenance of trail appurtances suchs as benches and trash cans, trail signage, personal security devices, graffiti removal, and litter pickup. Other bike ped costs will be local costs.
Bike/ Ped Trail lighting	DOTs for Conduit, Junction boxes, handholes, anchor bolts. Cable, Fixtures 100% local	$ 10,000	$ 10,000	$ -	$ 10,000	$ 10,000	$ 40,000	100% local cost
Bike/Ped Let Down Structure in Bettendorf	100% City of Bettendorf	$ -	$ -	$ -	$ 1,690,000	$ -	$ 1,690,000	100% City of Bettendorf
Arch Lighting	DOTs for Conduit, Junction boxes, anchor bolts. Cable, Fiber Optics, Fixtures, Programming 100% Local	$ 430,000	$ 430,000	$ -	$ 400,000	$ 400,000	$ 1,660,000	100% local cost
Arch Lighting - cost premium for color LED system	100% local cost	$ -	$ -	$ -	$ 35,000	$ 35,000	$ 70,000	100% local cost
Pier Lighting - River Piers (see also NOTE 1 below)	DOTs for Conduit, Junction boxes, handholes, anchor bolts (main span split 50/50, Iowa viaduct, 100% Iowa DOT). Cable, Fixtures 100% Local	$ 760,000	$ 630,000	$ -	$ 946,000	$ 774,000	$ 3,110,000	100% local cost
Pier Lighting - Viaduct Piers (see also NOTE 1 below)	DOTs for Conduit, Junction boxes, trenching/backfill, anchor bolts, handholes (assigned to state viaduct is in). Cable, Fixtures 100% Local	$ 90,000	$ 90,000	$ -	$ 210,000	$ 210,000	$ 600,000	100% local cost
Overlook Lighting	DOTs for Conduit, Junction boxes, anchor bolts. Cable, Fixtures 100% local	$ 40,000	$ 40,000	$ -	$ 75,000	$ 75,000	$ 230,000	100% local cost
Overlook	Benches, pylons, and other aesthetic appurtances 100% local - 50% Bettendorf, 50% Moline. Remaining overlook costs, including glass floor and railing, 100% DOTs' cost	$ 450,000	$ 450,000	$ -	$ 30,000	$ 30,000	$ 960,000	DOTs maintain structural integrity, including glass floor and railing. Locals perform surface maintenance (sweeping, plowing), maintenance of appurtances suchs as pylons, benches and trash cans, signage, personal security devices, graffiti removal, and litter pickup.
Reflections Piers	DOTs (River Crossing 50/50, ramps, approaches, viaducts assigned per state)	$ 2,610,000	$ 1,700,000	$ -	$ -	$ -	$ 4,310,000	DOTs (River Crossing 50/50, ramps, approaches, viaducts assigned per state)
Retaining Walls	DOTs - assigned per state	$ 400,000	$ 650,000	$ -	$ -	$ -	$ 1,050,000	DOTs - assigned per state
Identity Elements - Banners	100% local cost	$ -	$ -	$ 69,000	$ 123,000	$ 108,000	$ 300,000	100% local cost
Identity Elements - Neighborhood gateways (11)	100% local cost	$ -	$ -	$ 246,000	$ 418,000	$ 246,000	$ 910,000	100% local cost
Identity Elements - Pylons at River Crossings (4)	DOTs	$ 240,000	$ 240,000	$ -	$ -	$ -	$ 480,000	100% local cost
Identity Elements - lighting (all)	100% local cost	$ -	$ -	$ 54,000	$ 127,000	$ 89,000	$ 270,000	100% local cost
Pedestrian Railing - 53rd St & Lincoln Rd	IA DOT	$ 160,000	$ -	$ -	$ -	$ -	$ 160,000	IA DOT
Traffic Barrier on Bridges	DOTs (River crossing costs shared 50/50 between states. Ramps, approaches, viaducts assigned per state.)	$ 2,200,000	$ 2,070,000	$ -	$ -	$ -	$ 4,270,000	DOTs (River Crossing 50/50, ramps, approaches, viaducts assigned per state)
Noise Abatement Walls	DOTs - assigned per state	$ 70,000	$ 100,000	$ -	$ -	$ -	$ 170,000	DOTs - assigned per state
Abutments / Maskwalls	DOTs (River crossing costs shared 50/50 between states. Ramps, approaches, viaducts assigned per state.)	$ 210,000	$ 70,000	$ -	$ -	$ -	$ 280,000	DOTs (River Crossing 50/50, ramps, approaches, viaducts assigned per state)
Roadway Lighting	DOTs (River Crossing 50/50,other assigned per state)	$ 260,000	$ 140,000	$ -	$ -	$ -	$ 400,000	DOTs (River Crossing 50/50,other assigned per state)
Water Feature / Wet Detention	100% City of Bettendorf, includes water feature & extra cost of wet detention	$ -	$ -	$ -	$ 550,000	$ -	$ 550,000	100% City of Bettendorf
67 Street Overpass (ped railing, traffic barrier, maskwall)	IA DOT	$ 130,000	$ -	$ -	$ -	$ -	$ 130,000	IA DOT
TOTALS (Excludes Arch Design, Landscaping. 10% contingency spread equally among items)		$ 16,340,000	$ 14,900,000	$ 369,000	$ 4,719,000	$ 2,082,000	$ 38,410,000	

NOTES:

1. River Pier Lighting here refers to areas where full height pier lighting is applied, including several that are part of the Iowa Viaduct. Viaduct Pier lighting refers to the area where the triangular pier openings at lit.
2. Where noted as "DOTs", responsibility and/or cost shared equally between Iowa and Illinois or agreed to be reviewed at a later date

EXHIBIT A