

Committee-of-the-Whole Agenda

6:00 p.m.

Tuesday, September 18, 2018

Proclamation

A Proclamation on behalf of National Medicare Education Week to declare September 15-21, 2018, as “Moline Medicare Education Week.”

A Proclamation from the Quad Cities Hispanic Chamber of Commerce to declare September 15 – October 15, 2018, as “Hispanic Heritage Month.”

Questions on the Agenda

Agenda Items

1. **Article 36 Surplus Vehicle** (David Gass, Police Lieutenant)
2. **Chronic & Aggravated Nuisances Ordinance Amendment** (Amy Keys, Deputy City Attorney)
3. **Sale of COP West Office to JMR Real Estate** (Amy Keys, Deputy City Attorney)
4. **FY 2019-2023 CIP** (Scott Hinton)
5. **Other**

Public Comment

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

Explanation

1. **A Resolution declaring the following Article 36 seized and forfeited vehicle as surplus property: 2004 Mercury Mountaineer, VIN# 4M2DU86W24ZJ23312.** (David Gass, Police Lieutenant)

Explanation: Illinois State statute provides that law enforcement agencies may seize vehicles used during the attempt or commission of specific crimes, and subsequently initiate forfeiture proceedings on those vehicles. The above vehicle has been forfeited to the police department, and City staff is requesting that it be declared as surplus property and disposed of by the Chief of Police through the legal disposal process that is most advantageous to the City, whether sealed bid, auction, negotiation, or otherwise.

Staff Recommendation:	Approval
Fiscal Impact:	Proceeds after costs are for use by the seizing law enforcement agency
Public Notice/Recording:	N/A
Goals Impacted:	None Identified

2. A General Ordinance amending Chapter 21, “NUISANCES IN GENERAL,” of the Moline Code of Ordinances, Section 21-2102, “DEFINITIONS,” by enacting five new subsections (a)(22), (a)(23), (b)(11), (b)(12), and (b)(13). (Amy Keys, Deputy City Attorney)

Explanation: City Staff seeks to amend Chapter 21, “NUISANCES IN GENERAL,” of the Moline Code of Ordinances to add provisions concerning the Methamphetamine Control and Community Protection Act, 720 ILCS 646/1 et seq., and Prostitution as defined in 720 ILCS 5/11-14 et seq. Additional documentation attached.

Staff Recommendation: Approval
Fiscal Impact: N/A
Public Notice/Recording: Pamphlet Publication
Goals Impacted: A Great Place to Live

3. A Special Ordinance declaring the property at 402-404 4th Avenue, Moline, as surplus; and authorizing the Mayor and City Clerk to execute an Agreement for Sale of Real Estate and do all things necessary to convey the City-owned property at 402-404 4th Avenue, Moline, to JMR Real Estate LLC. (Amy Keys, Deputy City Attorney)

Explanation: The property at 402-404 4th Avenue was previously used as the COP West police facility. However, the City no longer uses this facility for these purposes and has no other use for said property. The City published a request for proposals for the purchase and rehabilitation of 402-404 4th Avenue on August 22, 2018, and JMR Real Estate LLC (“Buyer”) submitted the sole proposal. Buyer has offered to purchase 402-404 4th Avenue for \$15,000.00 and promises to complete interior and exterior repair and restoration of the building on said property by December 31, 2018, with possible extension of the completion date as may be agreed to in writing by the parties, but not later than March 31, 2019. Staff recommends accepting this proposal so this project can begin as soon as possible and result in the repair and restoration of the property. Buyer will be responsible for paying its pro-rated share of the 2018 taxes from the date of closing until December 31, 2018, and all future taxes thereafter. Additional documentation attached.

Staff Recommendation: Approve
Fiscal Impact: Lower property maintenance expenses and increase the property tax base in the future.
Public Notice/Recording: Law Department will record Quit Claim Deed
Goals Impacted: Financially Strong City; A Great Place to Live

4. A Resolution authorizing the approval of the FY 2019 – 2023 Infrastructure Improvement Plan (IIP) as reflected on the proposed list attached hereto as Exhibit “A”. (Scott Hinton, City Engineer)

Explanation: A five-year Infrastructure Improvement Plan (IIP) has been formulated for the Committee’s review. Proposed expenditures for FY 2019 total \$11,569,125 with expenditures for the entire five-year plan totaling \$61,667,770. The 2019 - 2023 IIP continues the past practice of funding three engineering technician positions, sidewalk replacement and new installations, pavement marking, joint sealing, seal coat, and pavement patching maintenance programs. The Pavement Patching Program will again spread funds between arterial, collector, and residential streets. Funds are included for two engineering studies in 2019. The first is for Phase 1 engineering for the 19th Street Bike Path. The second is to add pedestrian crossings and maximize efficiencies for the Avenue of the Cities signalized intersections from 53rd Street to I-74. The 2019 IIP also continues the past practice of coordinating utility replacements with the reconstruction of deteriorated pavements. Proposed street work includes concrete reconstructions, asphalt reconstructions, and asphalt resurfacings. Red water locations remain a priority and are addressed through both street reconstructions and trenchless replacements. The IIP also includes utility funds to address Inflow and Infiltration (I&I), and to begin extending water main to the former Oak Glen Water Tower.

Staff Recommendation: Staff recommends approval of the 2019 – 2023 Infrastructure Improvement Plan with the understanding that projects identified for 2020 – 2023 may change as funding levels, priorities, and needs change.

Fiscal Impact: FY 2019: \$11,569,125 FY 2019 – 2023: \$61,667,770

Public Notice/Recording: N/A

Goals Impacted: Financially Strong City, Strong Local Economy, Upgrade City Infrastructure & Facilities, A Great Place to Live

CHAPTER 21

NUISANCES IN GENERAL

Art. I. General Provisions, §21-1100 - §21-1104

Art. II. Chronic Nuisance Property and Aggravated Chronic Nuisance Property, §21-2101 - §21-2107

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ARTICLE II. CHRONIC NUISANCE PROPERTY AND AGGRAVATED CHRONIC NUISANCE PROPERTY

SEC. 21-2101. VIOLATION OF THIS ARTICLE.

(a) Any certain property within the City of Moline which becomes a chronic nuisance property or an aggravated chronic nuisance property is in violation of this article and is subject to its remedies.

(b) Any owner or person in charge who permits property under his or her ownership or control to be a chronic nuisance property or an aggravated chronic nuisance property shall be in violation of this article and subject to its remedies.

SEC. 21-2102. DEFINITIONS.

(a) **Chronic nuisance property.** Property upon which three (3) or more of the criminal or other offenses listed below have occurred during any 365-day period, as a result of any three (3) separate and distinct events.

- (1) First degree murder as defined in 720 ILCS 5/9-1;
- (2) Any kidnapping offense as defined in 720 ILCS 5/10-1 et seq.;
- (3) Criminal Housing Management as defined in 720 ILCS 5/12-5.1;
- (4) Possession of explosives or incendiary devices as defined in 720 ILCS 5/20-2;
- (5) Any offense involving deadly weapons as defined in 720 ILCS 5/24 et seq.;
- (6) Mob action as defined in 720 ILCS 5/25-1;
- (7) Possession, manufacture or delivery of controlled substances as defined in 720 ILCS 570/401 et seq.;
- (8) Sexual abuse or related offenses as defined in 720 ILCS 5/12-15 et seq.;
- (9) Possession, cultivation, manufacture or delivery of cannabis as defined in 720 ILCS 550/1 et seq. or Section 22-1106 of the Moline Code of Ordinances;
- (10) Sale, delivery or possession of drug paraphernalia, as defined in 720 ILCS 600/3 or Section 22-1201, 22-1202, and 22-1203 of the Moline Code of Ordinances;
- (11) Disorderly conduct as defined in 720 ILCS 5/26-1 or Section 22-2100 of the Moline Code of Ordinances;
- (12) Gambling as defined in 720 ILCS 5/28-1;

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- (13) Assault or battery or any related offense as defined in 720 ILCS 5/12-1 et seq. or Section 22-2101 or Section 22-2102 of the Moline Code of Ordinances;
- (14) Public indecency as defined in 720 ILCS 5/11-9;
- (15) Prostitution as defined in 720 ILCS 5/11-14 et seq.;
- (16) Criminal damage to property as defined in 720 ILCS 5/21 et seq. or Section 22-3100 of the Moline Code of Ordinances;
- (17) Illegal consumption or possession of alcohol as defined in 235 ILCS 5/1-1 et seq. or Section 4-5102 or Section 4-5104 of the Moline Code of Ordinances;
- (18) An order imposing a fine or other sanction for violation of Chapter 8 of the Moline Code of Ordinances, which order is issued by the administrative hearing officer pursuant to Sections 2-6100 through 2-6117 of the Moline Code of Ordinances or by a Court;
- (19) A violation of Chapter 32 of the Moline Code of Ordinances, which violation is not remedied within the time allotted after service of a notice to abate or correct as provided in Chapter 32;
- (20) Violation of the City nuisance ordinance, Sections 21-1100 and 21-1101, of the Moline Code of Ordinances;
- (21) Violation of the City of Moline's Liquor Ordinance as set forth in Chapter 4 of the Moline Code of Ordinances or violation of the State of Illinois Statute controlling or regulating the sale or use of alcoholic beverages;-

(22) Violation of the Methamphetamine Control and Community Protection Act, 720 ILCS 646/1 et seq.;

(23) Exemptions. The following shall not be considered in the determination of a chronic nuisance property:

- a. Contact made to police or other emergency services, if (i) the contact was made with the intent to prevent or respond to domestic violence or sexual violence; (ii) the intervention or emergency assistance was needed to respond to or prevent domestic violence or sexual violence; or (iii) the contact was made by, on behalf of, or otherwise concerns an individual with a disability and the purpose of the contact was related to that individual's disability;
- b. An incident or incidents of actual or threatened domestic violence or sexual violence against a tenant, household member, or guest occurring in the dwelling unit or on the premises; or
- c. Criminal activity or a local ordinance violation occurring in the dwelling unit or on the premises that is directly relating to domestic violence or sexual violence, engaged in by a tenant, member of a tenant's household, guest, or other party, and against a tenant, household member, guest, or other party.

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(b) **Aggravated chronic nuisance property.** Property upon which two (2) or more of the criminal offenses listed below have occurred during any 365-day period, as a result of any two (2) separate and distinct events.

- (1) First degree murder as defined in 720 ILCS 5/9-1;
- (2) Any kidnapping offense as defined in 720 ILCS 5/10-1 et seq.;

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- (3) Criminal Housing Management as defined in 720 ILCS 5/12-5.1;
- (4) Possession of explosives or incendiary devices as defined in 720 ILCS 5/20-2;
- (5) Any offense involving deadly weapons as defined in 720 ILCS 5/24 et seq.;
- (6) Mob action as defined in 720 ILCS 5/25-1 (a)(1), (d), (e);
- (7) Possession, manufacture or delivery of controlled substances as defined in 720 ILCS 570/401 et seq.;
- (8) Sexual abuse or related offenses as defined in 720 ILCS 5/12-15 et seq.;
- (9) Possession, cultivation, manufacture or delivery of cannabis as defined in 720 ILCS 550/1 et seq. and Section 22-1106 of the Moline Code of Ordinances;
- (10) Sale, delivery or possession of drug paraphernalia, as defined in 720 ILCS 600/3 and Section 22-1201, 22-1202, and 22-1203 of the Moline Code of Ordinances.;

(11) Violation of the Methamphetamine Control and Community Protection Act, 720 ILCS 646/1 et seq.;

(12) Prostitution as defined in 720 ILCS 5/11-14 et seq.;

(13) Exemptions. The following shall not be considered in the determination of an aggravated chronic nuisance property:

- a. Contact made to police or other emergency services, if (i) the contact was made with the intent to prevent or respond to domestic violence or sexual violence; (ii) the intervention or emergency assistance was needed to respond to or prevent domestic violence or sexual violence; or (iii) the contact was made by, on behalf of, or otherwise concerns an individual with a disability and the purpose of the contact was related to that individual's disability;
- b. An incident or incidents of actual or threatened domestic violence or sexual violence against a tenant, household member, or guest occurring in the dwelling unit or on the premises; or
- c. Criminal activity or a local ordinance violation occurring in the dwelling unit or on the premises that is directly relating to domestic violence or sexual violence, engaged in by a tenant, member of a tenant's household, guest, or other party, and against a tenant, household member, guest, or other party.

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(c) **Control.** The ability to regulate, restrain, dominate, counteract or govern conduct that occurs on that property.

(d) **Court.** A court of competent jurisdiction in the State of Illinois or the City's system of administrative adjudication, commonly known as the Municipal Code Enforcement System ("MUNICES").

(e) **Owner.** Any person, partnership, land trust, or corporation having any legal or equitable interest in the property. Owner includes, but is not limited to:

- (1) A mortgagee in possession in whom is vested (a) all or part of the legal title to the property; or (b) all or part of the beneficial ownership and the right to the present use and enjoyment of the premises; or
- (2) An occupant who can control what occurs on the property; or
- (3) Any person acting as an agent of an owner.

Supplement No. 12

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(f) **Permit.** To suffer, allow, consent to, acquiesce by failure to prevent, or expressly assent or agree to the doing of an act.

(g) **Person.** Any natural person, association, partnership, corporation or other entity capable of owning or using property in the City of Moline.

(h) **Person in charge.** Any person in actual or constructive possession of a property, including but not limited to an owner, occupant of property under his or her domain, ownership or control.

(i) **Property.** Any real property, including that which is affixed, incidental or pertinent to land, including but not limited to any premises, room, house, building or structure or any separate part or portion thereof, whether permitted or not.

SEC. 21-2103. REMEDIES.

(a) In the event the court determines the property to be a chronic nuisance property or an aggravated chronic nuisance property, the court may order that the property be closed and secured against all use and occupancy for a period of not less than thirty (30) days, but not more than one hundred eighty (180) days, or may employ any other remedy deemed by it to be appropriate to abate the nuisance.

(b) In addition to Sec. 21-2103(a) above, the court may impose upon the owner a civil penalty in accordance with Sec. 1-1107 of the Moline Code of Ordinances for each day the owner had actual knowledge that the property was a chronic nuisance property or an aggravated chronic nuisance property and permitted the property to remain a chronic nuisance property or an aggravated chronic nuisance property.

(c) In determining what remedy or remedies shall be employed, the court may consider evidence of other conduct which has occurred on the property, including, but not limited to:

- (1) The actions or lack of action taken by the owner to mitigate or correct the problem at the property;
- (2) Whether the problem at the property was repeated or continuous;
- (3) The magnitude or gravity of the problem;
- (4) The cooperation of the person in charge with the City;
- (5) The cost to the City to investigate and correct or attempt to correct the condition;
- (6) The disturbance of neighbors;
- (7) The recurrence of loud and obnoxious noises; and/or
- (8) Repeated consumption of alcohol in public.

(d) The court may authorize the City of Moline to physically secure the property against use or occupancy in the event the owner fails to do so within the time specified by the court or to take other steps necessary to abate a chronic nuisance or an aggravated chronic nuisance.

(e) In the event that the City is authorized to secure the property or otherwise abate a chronic nuisance or an aggravated chronic nuisance, all costs reasonably incurred by the City to effect a closure or abate the nuisance shall be assessed against the owner.

(f) In the court's discretion, a tenant may be entitled to his or her reasonable relocation costs from the owner, as those costs are determined by the court if, without actual notice, the tenant moved into the property, after the

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owner received notice as described herein of the neighborhood improvement officer's determination as described below.

(g) The City, in addition to any other remedies set forth herein, may, at its discretion, charge an owner of a chronic public nuisance or an aggravated chronic public nuisance with a violation of this article which may be processed and prosecuted as an ordinance violation. Any person violating Section 21-2101 shall be subject to a mandatory fine of not less than two hundred fifty dollars (\$250.00) plus court costs.

(h) In addition to other remedies available, the court may order the owner or person in control of the nuisance property to post a reasonable bond to assure future compliance with the statutes of the State of Illinois and the ordinances of the City of Moline for a reasonable period of time, not to exceed one (1) year.

SEC. 21-2104. NOTIFICATION OF PROCEDURE.

(a) When the neighborhood improvement officer receives three (3) or more police or inspection reports documenting the occurrence of nuisance activity, as defined by Section 21-2102(a) of this chapter, or two or more police or inspection reports documenting the occurrence of nuisance activity, as defined by Section 21-2102(b) of this chapter, on or within a property, the neighborhood improvement officer shall independently review such reports to determine whether they describe acts set forth in Section 21-2102(a) or (b) of this chapter. Upon such findings, the neighborhood improvement officer shall notify the owner or person in control in writing that the property has been determined to be a chronic nuisance or an aggravated chronic nuisance property. The notice shall contain the following information:

- (1) The street address or legal description sufficient for identification of the property;
- (2) A statement that the neighborhood improvement officer has determined the property to be a chronic nuisance property or aggravated chronic nuisance property with a concise description of the nuisance activities leading to his/her findings;
- (3) Demand that the owner respond within ten (10) days to the neighborhood improvement officer and propose a course of action that the neighborhood improvement officer agrees will abate the nuisance activities giving rise to the violation;
- (4) Service shall be made either personally or by first class mail, postage prepaid, return receipt requested, addressed to the owner at the address of the property believed to be a chronic nuisance property, or such other place which is likely to give the person in charge notice of the determination by the neighborhood improvement officer;
- (5) A copy of the notice shall be served on the owner at such address as shown on the tax rolls of the county in which the property is located, and/or the occupant, at the address of the property, if these persons are different than the owner, and shall be made either personally or by first class mail, postage prepaid;
- (6) A copy of the notice shall also be posted at the property after ten (10) days has elapsed from the service or mailing of the notice to the owner and the owner has not contacted the neighborhood improvement officer.

Nothing herein shall prohibit the neighborhood improvement officer from sending a warning letter that a property is in danger of becoming a chronic nuisance or an aggravated chronic nuisance property after receiving one or more police or inspection reports documenting the occurrence of nuisance activity, as defined in Section 21-2102(a) and (b) of this chapter. Such warning is not required.

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(b) The failure of any person to receive notice that the property may be a chronic nuisance property or aggravated chronic nuisance property shall not invalidate or otherwise affect the proceedings under this article.

(c) If after the notification, but prior to the commencement of legal proceedings by the City pursuant to this article, an owner stipulates with the neighborhood improvement officer that the owner will pursue a course of action the parties agree will abate the nuisance activities giving rise to the violation, the neighborhood improvement officer may agree to postpone legal proceedings for not less than ten (10) days nor more than thirty (30) days. If the agreed course of action does not result in the abatement of the nuisance activity or if no agreement concerning abatement is reached within thirty (30) days, the City of Moline shall commence a legal proceeding to abate the nuisance.

SEC. 21-2105. COMMENCEMENT OF ACTION, BURDEN OF PROOF.

(a) The City of Moline may commence an action to abate a chronic nuisance or an aggravated chronic nuisance as described in Section 21-2102(a) and (b).

(b) In an action seeking abatement of a chronic nuisance property or aggravated chronic nuisance property, the City shall have the initial burden of showing by preponderance of the evidence that the property is a chronic nuisance property or an aggravated chronic nuisance property.

(c) It is a defense to an action seeking the closure of chronic nuisance property or an aggravated chronic nuisance property that the owner or person in control of the property at the time in question could not, in the exercise of reasonable care or diligence, determine that the property had become a chronic nuisance property or an aggravated chronic nuisance property, or could not, in spite of the exercise of reasonable care and diligence, control the conduct leading to the findings that the property is a chronic nuisance property or an aggravated chronic nuisance property.

SEC. 21-2106. EMERGENCY CLOSING PROCEDURES.

(a) In the event that it is determined that the property is an immediate threat to the public safety and welfare, the City may apply to the court for such interim relief, as is deemed by the city attorney to be appropriate. In such an event, the notification provision set forth in Section 21-2104 above need not be complied with; however, the City shall make a diligent effort to notify the person in charge prior to a court hearing. In the alternative, the City may proceed under Section 21-1104 for emergency abatement.

(b) In the event that the court finds the property constitutes a chronic nuisance property or an aggravated chronic nuisance property and finds that the property is an immediate threat to the public safety and welfare, the court may order the remedies set forth in Section 21-2103 of this chapter.

SEC. 21-2107. SEVERABILITY.

If any provision of this article or its application, or any person or circumstances held to be invalid for any reason, the remainder of said application of its provisions to the other persons or circumstances shall not be in any way affected.

Note:

1. Chapter 21 repealed in its entirety and a new Chapter enacted in lieu thereof per G.O. No. 3042-2012; 12/11/12
2. Prior and subsequent ordinance amendments are referenced by their ordinance numbers and adoption dates at the end of the corresponding section or subsection.

AGREEMENT FOR SALE OF REAL ESTATE

CITY OF MOLINE, ILLINOIS,
A MUNICIPAL CORPORATION

SELLER

Address: 619 16th Street
Moline, IL 61265

Telephone: (309) 524-2012

JMR REAL ESTATE LLC,
AN ILLINOIS LIMITED LIABILITY
COMPANY

PURCHASER

Address: 1307 4th Street
Moline, IL 61265

Telephone: (309) 644-0156

THIS AGREEMENT IS DATED _____.

The Purchaser agrees to purchase from the Seller and the Seller agrees to sell to Purchaser the real estate located at 402-404 4th Avenue, Moline, Illinois (Parcel Number 08-2516-A), consisting of 7,000 square feet, more or less, legally described as:

THE WEST 50 FEET OF LOT 7 IN BLOCK 2 IN THAT PART OF THE CITY
OF MOLINE KNOWN AS AND CALLED JOHN DEERE'S ADDITION,
SITUATED IN ROCK ISLAND COUNTY, ILLINOIS;

hereinafter referred to as the "Property," for the total sum of FIFTEEN THOUSAND and No/100 DOLLARS (\$15,000.00), plus a right of reverter requiring Purchaser to complete interior and exterior renovations of 402-404 4th Avenue as set forth in the sections related to special restrictions and covenants herein, and payable in cash or other immediately available funds, at Closing, as defined herein. **The deadline to complete all renovations is December 31, 2018.** Seller may in its sole discretion agree to extend the date of completion. Any extension shall be by a written amendment to this Agreement signed by both parties. In no event shall the completion date be extended beyond March 31, 2019, or the Property will **automatically revert to the City**. Purchaser understands that Seller's City Council must approve this Agreement before it becomes effective. Therefore, the Purchaser agrees that Purchaser's offer to buy hereunder shall be irrevocable until October 30, 2018, to allow Seller's City Council to consider and approve this Agreement at its October 23, 2018 City Council meeting all as described herein below.

SPECIAL RESTRICTIONS AND COVENANTS

Each and every item listed in this Section shall be construed as a material condition of this Agreement for Sale of Real Estate and shall be controlling over any portion in conflict therewith and any provision of any deed created pursuant hereto. If Purchaser or its successors in interest, if any, are at any time in breach or other violation of any provision of this Section and so remain for a period of fourteen (14) days after notice from Seller of the breach or other violation, then the Seller may reclaim and repossess the real estate interests transferred pursuant hereto; the Seller shall retain any and all amount

paid to it for purposes of the transfer and/or sale contemplated herein as consideration for this Agreement and as payment for Seller's costs in preparing and conducting the sale herein contemplated. The special restrictions and covenants shall be as follows:

1. The purchase price for the Property is Fifteen Thousand and No/100 Dollars (\$15,000.00). Of the 2018 taxes payable in 2019, the Seller shall pay its pro-rated share of the tax for the time period from January 1, 2018, to the date of Closing. The remaining amount due and owing shall be paid by Purchaser. Future taxes not otherwise provided for herein shall be paid by Purchaser.

2. Purchaser acknowledges and agrees to the following construction schedule:

Fix the front of the building that was damaged by a vehicle.

Clean and dispose of junk inside the building.

Put concrete for parking at rear of building.

Monitor water in the basement and fix as needed.

Obtain all required permits.

Timeline

Two (2) months from date of possession.

The deadline to complete all renovations is December 31, 2018. Seller may in its sole discretion agree to extend the date of completion. Any extension shall be by a written amendment to this Agreement signed by both parties. In no event shall the completion date be extended beyond March 31, 2019.

Purchaser further acknowledges and agrees that Purchaser's failure to abide by any of the above conditions will result in reverter of the Property to the Seller without further action by or notice from the Seller, and Purchaser will voluntarily relinquish all interests in the Property to the Seller. In the case of reverter, any improvements done to the Property by the Purchaser shall become the property of the Seller and Purchaser has no right to said improvements or reimbursement therefor.

CONVEYANCE OF TITLE AND DOCUMENTS OF SALE

At Closing, Seller shall deliver a Quit Claim Deed to Purchaser or his/her licensed attorney practicing in Rock Island County, in the name of the Purchaser conveying Seller's interests and title, with the right of reverter if the above conditions are not met, together with such other documents that may be required to record the deed and transfer personal property. If the above conditions are met on December 31, 2018, or in no event beyond March 31, 2019, the right of reverter shall cease.

POSSESSION AND CLOSING

- (a) The Closing of this transaction shall be held on or before October 26, 2018. (“Closing”), with possession of the Property to be delivered to Purchaser on or at Closing, free and clear of all possessory interests, including, without limitation, squatters, except for the right of reverter, which will cease if above conditions are met by the deadline.
- (b) Possession shall be deemed delivered when Seller has vacated the Property.

ASSIGNMENTS AND TRANSFERS PROHIBITED

The parties covenant not to suffer or permit without the written permission or consent of the other being first had and obtained, a sale, assignment, or transfer of any right, title or interest of any sort in and to said Property, or any portion thereof, or any of the improvements, apparatus, fixtures or equipment that may be found in or on said Property prior to Closing.

BUILDINGS, FIXTURES AND PERSONAL PROPERTY

All buildings or fixtures presently installed on the Property shall be left by Seller in or upon said Property as they are as of the date of this Agreement and shall be deemed a part of the real estate and title thereto and shall pass to Purchaser at delivery of the Quit Claim Deed.

CONDITION OF THE PROPERTY

Sale of the property shall be “as is without representation or warranty as to fitness or condition.”

CASUALTY CLAUSE

This Agreement shall be subject to the Illinois Uniform Vendor and Purchaser Act as currently in effect. Seller shall keep adequate liability insurance on the above Property until the deed is delivered to the Purchaser. Purchaser shall be responsible for insurance coverage, including liability coverage upon taking title to or possession of the above Property, whichever occurs first. Any monies paid as a result of damage to the Property shall be paid to the Seller to reduce the monies due hereunder, if any; provided, however, that should monies paid as a result of said damage exceed any monies due hereunder, then such excess amount shall be retained by Purchaser.

EXPENSES OF TRANSFER

PURCHASER shall pay:

- (a) Recording fee for deed;
- (b) Costs of any additional appraisal for the Property obtained by Purchaser;
- (c) Revenue stamps and recording of any releases, if any;
- (d) Broker commission, if any;

EACH PARTY shall be responsible for its own attorney fees and customary Closing costs.

ENTIRE AGREEMENT

This Agreement, executed by the parties, constitutes the entire agreement between the parties and there are no oral representations, warranties, or covenants other than those set forth herein and this Agreement shall extend to and be binding upon the executors, administrators, and assigns of the parties hereto.

MERGER

The Special Restrictions and Covenants and Right of Reverter contained in this Agreement shall remain in effect and shall not merge with the deed.

LEGAL ASSISTANCE

The Seller and Purchaser are aware that when fully signed, this is a legally binding agreement for the sale and purchase of real estate and that in order to protect their interests in connection with contractual, title and other aspects of this transaction, they have had the right and opportunity to consult legal counsel before this Agreement is signed.

ACCEPTANCE BY SELLER

Until accepted by Seller, this document constitutes an irrevocable offer to buy by Purchaser on the terms stated above. This Agreement must be accepted by Seller on or before October 30, 2018, and Purchaser’s offer to buy herein shall be irrevocable to and including October 30, 2018, to allow Seller’s City Council opportunity to review and approve this Agreement. Within twenty-four (24) hours of acceptance by Seller’s City Council, Closing shall be scheduled. Purchaser acknowledges and agrees that this Agreement is subject to Seller’s right and legal responsibility to formally submit this Agreement to the Seller’s City Council for review, approval and authorization to execute. If not so approved by the Council by October 23, 2018, this offer and Agreement shall be void. The parties understand that Seller’s City Council may not approve this Agreement and that until approved by the City Council, it is not and shall not be binding upon Seller, its officers, employees or agents.

This Agreement has been read and executed in duplicate on the dates beside the parties’ authorized agents’ signatures.

Executed by SELLER:

Executed by PURCHASER:

CITY OF MOLINE, ILLINOIS,
A MUNICIPAL CORPORATION

JMR REAL ESTATE LLC,
AN ILLINOIS LIMITED LIABILITY
COMPANY

By: _____
Stephanie Acri, Mayor

By: _____
Jose M. Rosas, Manager

Date: _____

Date: _____

ATTEST:

By: _____
Janine A. H. Parr, City Clerk

Date: _____

FOR INFORMATION ONLY:

Seller's Attorney:

Amy L. Keys

(309) 524-2012

2019

	CIP	Utility Tax	Water	WPC	Storm	MFT	Other	Total	Notes
REVENUES	4,637,010	2,400,000	1,495,000	1,375,000	205,000	1,097,945	250,000	11,459,955	
Sidewalk 75/25	20,000							20,000	
Transfer from Reserves	89,170							89,170	
Total Available	4,746,180	2,400,000	1,495,000	1,375,000	205,000	1,097,945	250,000	11,569,125	
EXPENDITURES									
Debt Service	3,011,180							3,011,180	
Temporary Technical Assist	100,000							100,000	
Project Design / Inspection	280,000							280,000	3 Eng Techs
Maintenance Projects									
ADA Sidewalk Compliance	50,000							50,000	
Sidewalk 75/25	80,000							80,000	
Sidewalk Infill	100,000							100,000	
Pavement Marking	150,000							150,000	
Joint Sealing	75,000							75,000	
Seal Coat	100,000							100,000	
Inlet / Catch Basin Replacement									
Patching Program	800,000		220,000	125,000				1,145,000	
Street Projects									
Concrete Reconstructions									
11th St, 19th - 23rd Ave		260,000	150,000	190,000	75,000			675,000	Year 2 of 2, JD Middle School, Sanitary
34th Ave, 34th Ave PI - 50th St		660,000	140,000	5,000	40,000			845,000	Year 3 of 4
Alley Reconstruction		115,000			5,000			120,000	
Asphalt Reconstructions									
27th Ave, East of 16th St		395,000	215,000	265,000	70,000			945,000	Water, Sanitary
33rd Ave., 41st St. East to Dead End		380,000	210,000	95,000	5,000			690,000	Red Water
10th Ave., 38th-41st St		250,000	165,000	190,000	10,000			615,000	Year 1 of 2, Sanitary Project, Road Diet
Asphalt Resurfacings									
6th Street, 4th Avenue to RR Tracks		85,000						85,000	
11th Avenue, 10th - 11th Street		140,000	5,000					145,000	
Studies									
AOC Traffic Signal Coordination		115,000						115,000	
19th St Bike Path - Phase 1 Eng						200,000		200,000	
Traffic Signal Projects									
IHMVCC Traffic Signals							250,000	250,000	TIF
Water Projects									
South of Airport Extensions			115,000					115,000	
19th St. SB at I-74 Water Main Relocation			125,000					125,000	
Red Water Trenchless Replacements			150,000					150,000	
WPC Projects									
Sanitary Sewer Lining				150,000				150,000	
South Basin SSO Elimination				155,000				155,000	Year 1 of 5, JDR Relief Interceptor
Manhole Lining				100,000				100,000	
Lift Station South of Airport				100,000				100,000	
Stormwater Projects									
I-74 Bridge									
Payment to State of Iowa						500,000		500,000	Year 2 of 4
Transfer to Reserves						397,945		397,945	
Total Expenditures	4,746,180	2,400,000	1,495,000	1,375,000	205,000	1,097,945	250,000	11,569,125	

2020

	CIP	Utility Tax	Water	WPC	Storm	MFT	Grant	Total	Notes
REVENUES	5,040,000	2,285,000	1,495,000	1,375,000	375,000	1,097,945		11,667,945	
Sidewalk 75/25	20,000							20,000	
Transfer from Reserves								0	
Total Available	5,060,000	2,285,000	1,495,000	1,375,000	375,000	1,097,945	0	11,687,945	
EXPENDITURES									
Debt Service	3,030,000							3,030,000	
Temporary Technical Assist	100,000							100,000	
Project Design / Inspection	280,000							280,000	3 Eng Techs
Maintenance Projects									
ADA Sidewalk Compliance	50,000							50,000	
Sidewalk 75/25	80,000							80,000	
Sidewalk Infill	100,000							100,000	
Pavement Marking	150,000							150,000	
Joint Sealing	75,000							75,000	
Seal Coat	100,000							100,000	
Inlet / Catch Basin Replacement					100,000			100,000	
Patching Program	1,000,000		220,000	125,000				1,345,000	
Street Projects									
Concrete Reconstructions									
34th Ave, 53rd St - 56th St PI		485,000	5,000	5,000	40,000			535,000	
Asphalt Reconstructions									
30th St. Ct., South of 27th Ave.	95,000	370,000	225,000	0	10,000			700,000	
11th Ave. C, 32nd-33rd St.		270,000	125,000	20,000	80,000			495,000	
31st Ave, West of 3rd St.		420,000	220,000	345,000	65,000			1,050,000	
15th St., South of 30th Ave.		300,000	180,000	180,000	10,000			670,000	
10th Ave, 38th-41st St		250,000	140,000	195,000	10,000			595,000	Year 2 of 2, Sanitary Project, Road Diet
Asphalt Resurfacings									
14th Ave, 12th-15th Street		190,000	5,000	5,000	5,000			205,000	
Studies									
19th St Bike Path - Phase 2						100,000		100,000	
Water Projects									
Red Water Trenchless Replacements			220,000					220,000	
Water Main Extension South of Airport			155,000					155,000	
WPC Projects									
Sanitary Sewer Lining				150,000				150,000	
South Basin SSO Elimination				155,000				155,000	Year 2 of 5, JDR Relief Interceptor
Manhole Lining				100,000				100,000	
30" South Basin Interceptor Lining				95,000				95,000	
Stormwater Projects									
Storm Sewer Lining					55,000			55,000	
John Deere Road									
Moline Share of Contract #1						75,000		75,000	
Moline Share of Contract #2						125,000		125,000	
I-74 Bridge									
Payment to State of Iowa						500,000		500,000	Year 3 of 4
Transfer to Reserves						297,945		297,945	
Total Expenditures	5,060,000	2,285,000	1,495,000	1,375,000	375,000	1,097,945	0	11,687,945	

2021

	CIP	Utility Tax	Water	WPC	Storm	MFT	Grant	Total	Notes
REVENUES	5,040,000	2,285,000	1,495,000	1,375,000	255,000	1,097,945	2,903,710	14,451,655	
Sidewalk 75/25	20,000							20,000	
Transfer from Reserves						628,155		628,155	
Total Available	5,060,000	2,285,000	1,495,000	1,375,000	255,000	1,726,100	2,903,710	15,099,810	
EXPENDITURES									
Debt Service	3,030,000							3,030,000	
Temporary Technical Assist	100,000							100,000	
Project Design / Inspection	280,000							280,000	3 Eng Techs
Maintenance Projects									
ADA Sidewalk Compliance	50,000							50,000	
Sidewalk 75/25	80,000							80,000	
Sidewalk Infill	100,000							100,000	
Pavement Marking	150,000							150,000	
Joint Sealing	100,000							100,000	
Seal Coat	120,000							120,000	
Inlet / Catch Basin Replacement								0	
Patching Program	1,000,000		220,000	125,000				1,345,000	
Street Projects									
Concrete Reconstructions									
26th Ave, 38th-41st St		730,000	510,000	155,000	10,000			1,405,000	Year 1 of 2
Asphalt Reconstructions									
24th Street, 6th-7th Ave		190,000	5,000	5,000	5,000			205,000	HMA Recon, no utilities
25th Street, 6-7th Ave		190,000	5,000	5,000	5,000			205,000	HMA Recon, no utilities
33rd Ave, West of 38th St		280,000	150,000	15,000	10,000			455,000	Red water
47th St, South of 26th Ave		620,000	380,000	415,000	135,000			1,550,000	Water Project
49th St, North of 12th Ave	50,000	275,000	170,000	90,000	40,000			625,000	Red water
Asphalt Resurfacings									
River Drive, 34th - 41st Streets						139,000	556,000	695,000	STBG Grant
Miss River Bike Path, 17th St - I-74						93,500	373,360	466,860	TAP Grant
19th St Bike Path, AOC - River Drive						493,600	1,974,350	2,467,950	ITEP Grant
Water Projects									
Red Water Trenchless Replacement			55,000					55,000	
WPC Projects									
Sanitary Sewer Lining				150,000				150,000	
South Basin SSO Elimination				215,000				215,000	Year 3 of 5, JDR relief interceptor
Manhole Lining				100,000				100,000	
30" South Basin Interceptor Lining				100,000				100,000	
Stormwater Projects									
Storm Sewer Lining					50,000			50,000	
I-74 Bridge									
Payment to State of Iowa						600,000		600,000	Year 4 of 4
Moline Share of Contract #1						90,000		90,000	
Moline Share of Contract #2						110,000		110,000	
Moline Share of Contract #3 (Landscape)						200,000		200,000	
Transfer to Reserves									
Total Expenditures	5,060,000	2,285,000	1,495,000	1,375,000	255,000	1,726,100	2,903,710	15,099,810	

2022

	CIP	Utility Tax	Water	WPC	Storm	MFT	Grant	Total	Notes
REVENUES	5,040,000	2,285,000	1,495,000	1,375,000	325,000	1,097,945		11,617,945	
Sidewalk 75/25	20,000							20,000	
Transfer from Reserves								0	
Total Available	5,060,000	2,285,000	1,495,000	1,375,000	325,000	1,097,945		11,637,945	
EXPENDITURES									
Debt Service	3,030,000							3,030,000	
Temporary Technical Assist	100,000							100,000	
Project Design / Inspection	280,000							280,000	3 Eng Techs
Maintenance Projects									
ADA Sidewalk Compliance	50,000							50,000	
Sidewalk 75/25	80,000							80,000	
Sidewalk Infill	100,000							100,000	
Pavement Marking	150,000							150,000	
Joint Sealing	75,000							75,000	
Seal Coat	100,000							100,000	
Inlet / Catch Basin Replacement									
Patching Program	1,000,000		220,000	125,000				1,345,000	
Street Projects									
Concrete Reconstructions									
19th Ave, 13th - 14th St		325,000	120,000	130,000	75,000			650,000	Sanitary Project
26th Ave, 38th - 41st St		500,000		300,000	15,000			815,000	Year 2 of 2
Alley Reconstruction		100,000						100,000	
Asphalt Reconstructions									
45th St, 26th Ave South to dead end	95,000	180,000	145,000	160,000	35,000			615,000	Red Water
48th St, 8th Ave - 48th St A		520,000	350,000	20,000	170,000			1,060,000	Storm Project
11th Ave A, 29th St - 3205 11th Ave A		390,000	285,000	125,000	15,000			815,000	Red Water
26th Ave, 30th St - 31st St		270,000	125,000	0	5,000			400,000	Red Water
Asphalt Resurfacings									
19th Ave, 7th-15th St			20,000	20,000	10,000	750,000		800,000	With Reconstruction Project
Water Projects									
Rehab Storage Tanks- Oak Glen			230,000					230,000	
WPC Projects									
Sanitary Sewer Lining				150,000				150,000	
South Basin SSO Elimination				125,000				125,000	Year 4 of 5, JDR relief interceptor
30" South Basin Interceptor Lining				125,000				125,000	Year 3 of 5
Manhole Lining				95,000				95,000	
Stormwater Projects									
Transfer to Reserves						347,945		347,945	
Total Expenditures	5,060,000	2,285,000	1,495,000	1,375,000	325,000	1,097,945	0	11,637,945	

2023

	CIP	Utility Tax	Water	WPC	Storm	MFT	Grant	Total	Notes
REVENUES	5,040,000	2,285,000	1,495,000	1,375,000	360,000	1,097,945		11,652,945	
Sidewalk 75/25	20,000							20,000	
Transfer from Reserves								0	
Total Available	5,060,000	2,285,000	1,495,000	1,375,000	360,000	1,097,945	0	11,672,945	
EXPENDITURES									
Debt Service	3,030,000							3,030,000	
Temporary Technical Assist	100,000							100,000	
Project Design / Inspection	280,000							280,000	3 Eng Techs
Maintenance Projects									
ADA Sidewalk Compliance	50,000							50,000	
Sidewalk 75/25	80,000							80,000	
Sidewalk Infill	100,000							100,000	
Pavement Marking	150,000							150,000	
Joint Sealing	75,000							75,000	
Seal Coat	100,000							100,000	
Inlet / Catch Basin Replacement									
Patching Program	1,000,000		220,000	125,000				1,345,000	
Street Projects									
Concrete Reconstructions									
31st St & 18th Ave Reconstruct	95,000	670,000	275,000	235,000	265,000			1,540,000	Storm Project
Alley Reconstruction		170,000			0			170,000	
Asphalt Reconstructions									
38th St, 10th-11th Ave		400,000	175,000	300,000	25,000			900,000	Sanitary Project
26th St, 19th St to 2508 32nd Ave Ct		670,000	525,000	100,000	30,000			1,325,000	Red Water, Year 1 of 2
50th St. Pl, 5th-6th Ave		210,000	0	5,000	5,000			220,000	
36th Ave., 800-870 36th Ave.		165,000	0	0	20,000			185,000	
Asphalt Resurfacings									
9th St, 12th-16th Ave			5,000	10,000	15,000	380,000		410,000	Resurfacing
Water Projects									
Water Main Extensions, South of Airport			295,000					295,000	
WPC Projects									
Sanitary Sewer Lining				150,000				150,000	
South Basin SSO Elimination				185,000				185,000	Year 5 of 5
Manhole Lining				100,000				100,000	
30" South Basin Interceptor Lining				165,000				165,000	Year 4 of 5
Transfer to Reserves						717,945		717,945	
Total Expenditures	5,060,000	2,285,000	1,495,000	1,375,000	360,000	1,097,945	0	11,672,945	