



MOLINE CITY COUNCIL AGENDA

Tuesday, September 18, 2012

6:30 p.m.

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

City Hall

Council Chambers – 2nd Floor

619 16th Street

Moline, IL

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

CONSENT AGENDA

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

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

APPROVAL OF MINUTES

Committee-of-the-Whole and Council meeting minutes of September 11, 2012, and August Financial Report.

SECOND READING ORDINANCES

1. Council Bill/Special Ordinance 4038-2012

A Special Ordinance closing certain streets more particularly described herein to vehicular traffic and authorizing the use of public right-of-way in conjunction with the Bier Stube Oktoberfest scheduled for Friday, September 28, 2012 and Saturday, September 29, 2012.

EXPLANATION: Bier Stube is holding an outdoor event.

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING: N/A

2. Council Bill/Special Ordinance 4039-2012

A Special Ordinance proposing the establishment of the Olde Towne Special Service Area of the City of Moline, Rock Island County, Illinois, the imposition of a tax at a rate sufficient to pay the cost of providing special services in and for such Area and the issuance of bonds or notes in an aggregate amount not to exceed \$1,000,000.00 for the purpose of paying the cost of providing special services to the benefit of and for such Area and providing for other procedures in connection therewith.

EXPLANATION: A Special Service Area is proposed for the Olde Towne neighborhood to be used as an economic development tool. The Olde Towne Special Service Area District would roughly cover 7th Street from 12th to 19th Avenues, and 18th Avenue from 7th to 10th Streets. Created by state statute and city ordinance, the SSA will levy an additional real estate property tax to fund additional services beyond municipal services in the Olde Towne commercial core. Examples of services include: public way maintenance, beautification, landscaping, advertising/marketing, business/recruitment, parking, and safety. If the proposing ordinance and subsequent to a public hearing, the establishing ordinance is approved, the property taxes in the Olde Towne Commercial District will increase \$.75 per \$100 of equalized assessed value beginning January 1, 2013.

FISCAL IMPACT: The special service area will create its own dedicated revenue source

PUBLIC NOTICE/RECORDING: Public hearing and publication in local newspaper

RESOLUTIONS

3. Council Bill/Resolution 1234-2012

A Resolution declaring various items of antiquated and unusable data radios and in-car computers and screens as surplus property and authorizing the Finance Director to dispose of same.

EXPLANATION: The data radios and computers were originally purchased in conjunction with a 1996 COPS More federal grant award and were replaced in the police vehicles several years ago. Both the technology and the units are antiquated and have no monetary or usable value. Staff is requesting that the equipment be declared as surplus and its disposal authorized. The equipment is detailed on Exhibit A.

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING: N/A

4. Council Bill/Resolution 1235-2012

A Resolution authorizing the Utilities General Manager to accept a proposal from Cash Cycle Solutions Inc. for utility billing presentment services, with an anticipated annual cost of \$36,500.00, at current postal rates.

EXPLANATION: City staff has determined, through a Request for Proposals process, that Cash Cycle Solutions Inc. can provide utility billing presentment services that best meet the City’s requirements and reduce the City’s annual utility billing costs.

FISCAL IMPACT: The anticipated annual cost of Cash Cycle Solutions utility billing presentment services is well below the City’s current annual budget allocation of \$53,700.00.

PUBLIC NOTICE/RECORDING: N/A

OMNIBUS VOTE

ITEMS NOT ON CONSENT

RESOLUTIONS

5. Council Bill/Resolution 1236-2012

A Resolution authorizing the City Administrator to modify the non-union employee group salary and benefit package to incorporate the changes as set forth on Exhibit “A” attached hereto relating to general wage increases and health insurance premiums.

EXPLANATION: Approval of this resolution changes the salary and benefit package for non-union employees by granting a general wage increase for 2013 and increasing health insurance premiums paid by employees for 2013.

FISCAL IMPACT: Sufficient funding is available.

PUBLIC NOTICE/RECORDING: N/A

FIRST READING ORDINANCES

6. Council Bill/Special Ordinance 4040-2012

A Special Ordinance declaring the property at 1622 14th Avenue as surplus and authorizing the Mayor and City Clerk to execute an Agreement for Sale of Real Estate and do all things necessary to convey the City-owned property at 1622 14th Avenue, Moline, to Mark Griffin d/b/a Soar with the Eagles.

EXPLANATION: The City acquired the property at 1622 14th Avenue as a result of abandoned building proceedings and anticipated using abatement funds to demolish the home. However, contractors expressed interest in rehabilitating and purchasing this home. As such, the City published a request for proposals for the purchase and rehabilitation of 1622 14th Avenue on August 8, 2012, and Mark Griffin d/b/a Soar with the Eagles (“Soar with the Eagles”) submitted the proposal most advantageous to the City. Soar with the Eagles has offered to purchase 1622 14th Avenue for \$27,500.00 and promises to complete interior and exterior repair and restoration of the buildings on said property within three (3) months of the date of possession of said

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

CB 1236		
Council Member	Aye	Nay
Knaack		
Meredith		
Raes		
Ronk		
Turner		
Schoonmaker		
Liddell		
Acri		
Mayor Welvaert		

property, with possible extension of the completion date as may be agreed to in writing by the parties, but in no event shall the completion date be extended beyond April 1, 2013. Staff recommends accepting this proposal so this project can begin as soon as possible and result in the repair and restoration of a blighted property. This property was in arrears for property taxes in the amount of \$2,343.74. Those taxes have been deemed null and void by the County Treasurer, and the only property taxes that remain are the taxes for 2011 currently due and owing in the amount of \$2,022.44. The City will also be responsible for its pro-rated share of the 2012 taxes payable in 2013; such amount shall not exceed \$1,494.42. Staff recommends the City paying the 2011 and a portion of the 2012 property taxes from the proceeds received from the sale of the property.

FISCAL IMPACT: N/A

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

7. Council Bill/Special Ordinance 4041-2012

A Special Ordinance closing certain streets more particularly described herein to vehicular traffic and authorizing the use of public right-of-way in conjunction with the Moline Enterprise Live-Work Lofts Grand Opening scheduled for Wednesday, September 26, 2012.

EXPLANATION: Moline Enterprise Live-Work Lofts is holding a grand opening.

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING: N/A

MISCELLANEOUS BUSINESS

PUBLIC COMMENT

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

EXECUTIVE SESSION

Council Bill/Resolution No.: 4038-2012

Sponsor: _____

A SPECIAL ORDINANCE

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

AUTHORIZING the use of public right-of-way in conjunction with the Bier Stube Oktoberfest scheduled for Friday, September 28, 2012 and Saturday, September 29, 2012.

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

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

Thursday, September 27, 2012, 12:00 p.m. to Sunday, September 30, 2012, 2:00 a.m.

Alley in the 400 block between 14th and 15th Streets,
the closure to be from the westernmost side of 15th Street to
the west end of Bier Stube Biergarten.

Thursday, September 27, 2012, 12:00 p.m. to Monday, October 1, 2012, 12:00 p.m.

Eastern half of the U-Lot

It shall be an offense to use said roadways for vehicular purposes during times herein specified.

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

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

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____

City Clerk

Approved as to form:

City Attorney

Council Bill/Special Ordinance No. 4039-2012

Sponsor: _____

A SPECIAL ORDINANCE

PROPOSING the establishment of the Olde Towne Special Service Area of the City of Moline, Rock Island County, Illinois, the imposition of a tax at a rate sufficient to pay the cost of providing special services in and for such Area and the issuance of bonds or notes in an aggregate amount not to exceed \$1,000,000.00 for the purpose of paying the cost of providing special services to the benefit of and for such Area and providing for other procedures in connection therewith.

WHEREAS, pursuant to the provisions of the 1970 Constitution of the State of Illinois (the "Constitution"), the City of Moline, Rock Island County, Illinois (the "City"), is authorized to create special service areas in and for the City; and

WHEREAS, special service areas are established by home rule units pursuant to Section 6(1) of Article VII of the Constitution, which provides:

The General Assembly may not deny or limit the power of home rule units... (2) to levy or impose additional taxes upon areas within their boundaries in the manner provided by law for the provision of special services to those areas and for the payment of debt incurred in order to provide those special services;

and are established pursuant to the provisions of the Special Services Area Tax Law of the State of Illinois, 35 ILCS 200/27-5 *et seq.*, as amended (the "Law"), and pursuant to the Property Tax Code of the State of Illinois, 35 ILCS 200/1-1, as amended; and

WHEREAS, Owners of record (the "Owners") of that portion of the City described in **Exhibit "A"** attached hereto and made a part hereof (hereinafter the "Subject Territory") have expressed an interest in the construction, acquisition, installation and maintenance of various infrastructure improvements and amenities to their properties and City property as further described herein; and

WHEREAS, Pursuant to Section 27-20 of the Act, the Owners have filed an application with the City Council of the City proposing that the City establish a special service area (the "Application"); and

WHEREAS, it is in the public interest that the establishment of the area hereinafter described as a special service area for the purposes set forth herein and to be designated as the Olde Towne Special Service Area of the City (the "Area") be considered; and

WHEREAS, the Area is compact and contiguous and is totally within the corporate limits of the City and outlined on the map of a portion of the City, which map and legal description is attached hereto as **Exhibit "B" and "C"** and made a part hereof; and

WHEREAS, the Area will benefit specially from the municipal services to be provided including, without limitation: engineering, soil testing and appurtenant work, storm water management facilities, storm drainage systems and storm sewers, site clearing and tree removal, public water facilities, sanitary sewer facilities, erosion control measures, roads, streets, curbs, gutters, street lighting, traffic controls, parking lots, sidewalks, bike paths and related street improvements, and equipment and materials necessary for the maintenance thereof, landscaping, tree installation, vegetation maintenance and control, costs for land and easement acquisitions relating to any of the foregoing improvements, required tap-on and related fees for water or sanitary sewer services and other eligible costs, snow removal, public rights-of-way creation and maintenance, public property maintenance to a higher standard than throughout the City generally, Moline Main Street Program operations, special projects and provision of amenities (collectively, the “Services”); and

WHEREAS, it is hereby estimated that the cost of providing the Services is \$1,000,000.00; and

WHEREAS, it is in the public interest that the issuance of bonds or negotiation and/or execution of notes in an aggregate amount do not exceed the amount of \$1,000,000.00 and secured by the full faith and credit of the Area be considered for the purpose of paying the cost of providing the Services (collectively or individually: the “Bonds”); and

WHEREAS, the proceeds of the Bonds shall be used solely and only for Services for which the City is authorized under the provisions of the Illinois Municipal Code, as amended, to levy taxes or special assessments or to appropriate the funds of the City, all of the Services to be to the benefit of and for the Area and all of the necessary construction to be on existing public property or property to be acquired by the City or easements properly dedicated to public use; and

WHEREAS, a notice of a public hearing, to be held at 6:30 p.m., on the 9th day of October, 2012, at the Moline City Hall, 619 16th Street, Moline, Illinois, shall be given by publication at least once not less than 15 days prior to the hearing in a newspaper published and of general circulation in the City; and

WHEREAS, mailed notice of the hearing shall be duly given in accordance with the law; and

WHEREAS, at the hearing, the following alternative methods of financing improvements within the proposed special service area will be considered: (i) the imposition or levy by the City of a tax in the proposed special service area sufficient to produce revenues to provide special municipal services to the proposed special service area; the maximum rate of such taxes to be extended in any year for special services under this ordinance within the proposed special service area shall not exceed the amount necessary to produce a maximum annual tax levy of **\$200,000** not to exceed **\$1,000,000** over the 15 year life of the special service area; and (ii) the borrowing of an amount not to exceed an aggregate principal amount of **\$1,000,000** to be evidenced by

unlimited ad valorem tax bonds of such area, the proceeds of which shall be used to pay the cost of providing special municipal services to the proposed special service area, to fund certain reserves for, and interest on, the Bonds and initial administrative expenses relating to the proposed special service area, and to pay the cost of issuing the Bonds. The Bonds, if issued, shall be retired over a period not to exceed thirty (30) years from the date of their issuance and shall bear interest at a rate not to exceed the greater of nine percent (9%) per annum or 125% (and substituting 13% for 9% and 200% for 125% if not tax exempt) of the rate for the most recent date shown in the G.O. Bonds Index of average municipal bond yields as published in the most recent edition of *The Bond Buyer*, published in New York, New York, at the time the contract is made for the sale of the Bonds. The Bonds, if issued, shall be retired by the levy of an additional annual tax levied against each parcel of property within the special service area to pay the interest on the Bonds as it falls due and to discharge the principal thereof at maturity and to pay the costs of administration and maintenance of the Subject Territory. This tax is to be levied upon all taxable property within the proposed special service area.

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

Section 1. That the preambles of this ordinance above are hereby incorporated into this text as findings of the Moline City Council, as if set out herein in full.

Section 2. In response to the expressed interest of the Owners, the City Council of the City hereby accepts the Application and proposes the establishment of the Olde Towne Special Service Area for the construction, acquisition and installation of infrastructure improvements to serve the Subject Territory.

Section 3. That a public hearing shall be held at 6:30 p.m., on the 9th day of October, 2012, at the Moline City Hall, 619 16th Street, Moline, Illinois (the "Hearing"), to consider the establishment of the Area for the purpose of providing the Services in the territory legally described in the Notice of Public Hearing attached hereto as **Exhibit "D"** and incorporated herein by this reference (the "Notice") and to consider the issuance of the Bonds described in the Notice.

Section 4. That the Notice of the Hearing shall be given by publication and mailing. Notice by publication shall be given at least once not less than fifteen (15) days prior to the Hearing in a newspaper published in and of general circulation within the City. Notice by mailing shall be given by depositing the Notice in the United States mails addressed to the person or persons in whose name the general taxes for the last preceding year were paid on each lot, block, tract or parcel of land lying within the Area. The Notice shall be mailed not less than ten (10) days prior to the time set for the Hearing. In the event taxes for the last preceding year were not paid, the Notice shall be sent to the person last listed on the tax rolls prior to that year as the owner of said property.

Section 5. That this ordinance shall be in full force and effect from and after its passage and approval as required by law, publication, if required, in the manner required by law.

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____
City Clerk

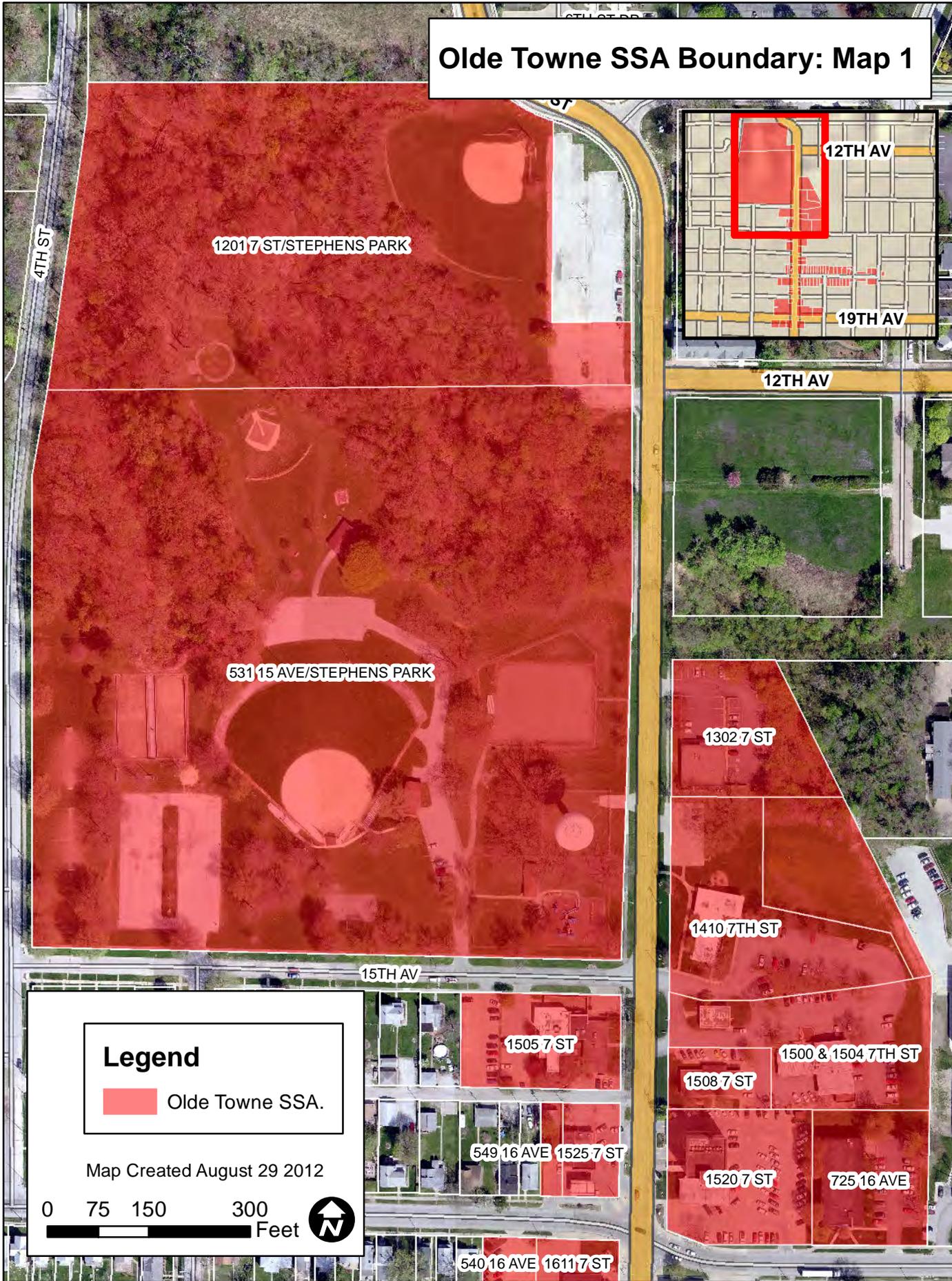
APROVED AS TO FORM:

City Attorney

Exhibit A				
Pin Number	NAME	Property Address	City	Zip
831435001	CITY OF MOLINE	1201 7 ST/STEPHENS PARK	MOLINE IL	61265
831435002	CTY OF MOLINE/US CELLULAR	1201 7 ST/STEPHENS PARK	MOLINE IL	61265
1706200001	CITY OF MOLINE	531 15 AVE/STEPHENS PARK	MOLINE IL	61265
1706211008	MOJO ASSOCIATES INC	1505 7 ST	MOLINE IL	61265
1706211019	TOBA ENTERPRISES INC	1525 7 ST	MOLINE IL	61265
1706212026	DEROO KEVIN/RAFFERTY L	1627 7 ST	MOLINE IL	61265
1706212013	DEROO KEVIN E	1611 7 ST	MOLINE IL	61265
1706213026	ATKINS ROSALIE E	551 18 AVE	MOLINE IL	61265
1706213027	VETERANS OF FOREIGN WARS	1721 7TH ST	MOLINE IL	61265
1706213028	ATKINS ROSALIE E	1731 7 ST	MOLINE IL	61265
1706213013	CEURVORST DENIS P	560 17 AVE	MOLINE IL	61265
1706233004	PEAK INVESTING GROUP/THAD	1803 7 ST	MOLINE IL	61265
1706234014	SENG JOSEPH M	1825-1823 7 ST CT	MOLINE IL	61265
1706234012	MAYFIELD JAMES D	1817 & 1819 7TH ST	MOLINE IL	61265
1706234013	MAYFIELD JAMES D	1821 7TH ST	MOLINE IL	61265
1706235013	SENG JOSEPH M	1835 7 ST	MOLINE IL	61265
1706235026	WALGREEN #9515	555 19 AVE	MOLINE IL	61265
1706415001	CEURVORST DENIS P	532 19 AVE	MOLINE IL	61265
1706415002	HOEGNER PAUL	548 19 AVE	MOLINE IL	61265
1706415003	MBC REAL ESTATE LLC	1901 7 ST	MOLINE IL	61265
1705301001	JOHNSON ARTHUR J FAMILY	702 19 AVE	MOLINE IL	61265
1705122001	SCHWEINBERGER DALE	1602-04-06-08-12 7 ST	MOLINE IL	61265
1705122012	ARC	1630 7 ST	MOLINE IL	61265
1705122026	LOVELESS F	1702 7 ST	MOLINE IL	61265
1705122039	FRIENDS CIRCLE CLUB INC	701-705 18 AVE	MOLINE IL	61265
1705122048	AGUILAR PABLO/ESTELA	737 18 AVE	MOLINE IL	61265
1705122050	RAMIREZ JOHN S	809 18 AVE	MOLINE IL	61265
1705122051	HOLMQUIST ROBERT C/JANE C	813 18 AVE	MOLINE IL	61265
1705122052	HOLMQUIST ROBERT C/JANE C	823 18 AVE	MOLINE IL	61265
1705123017	TREVOR KATHLEEN A	827 18 AVE	MOLINE IL	61265
1705123018	LATTA GLENN D JR	829-831-833-835 18 AVE	MOLINE IL	61265
1705123019	JOURDAN CARL H/KATHLEEN J	1715 9 ST	MOLINE IL	61265
1705129022	ROWE THOMAS L/JENNIFER	915 18 AVE	MOLINE IL	61265
1705129023	WAHLHEIM DANIEL J	1715-1717-1719 10 ST	MOLINE IL	61265
1705123021	WEAVER LAURA J/THEODORE E	845 18 AVE	MOLINE IL	61265
1705129011	SIERRA JEROME J	903-905 18 AV& 17269 ST	MOLINE IL	61265
1705134003	ENGELS JULIE M	706-708-710 18 AVE	MOLINE IL	61265
1705134004	WEAVER THEODORE E	712-714 18 AVE	MOLINE IL	61265
1705134006	JOHNSON W ROY/BONNIE L	720 18 AVE	MOLINE IL	61265
1705134008	WHEATLEY JOHN A	734 18 AVE	MOLINE IL	61265
1705134009	LECANDER NICHOLE M	740 18 AVE	MOLINE IL	61265
1705135001	LUNDQUIST STEPHEN F	818 18 AVE	MOLINE IL	61265
1705135002	GARCIA RICARDO/ROSA L BA	820 18 AVE	MOLINE IL	61265
1705135004	BENDER RAYMOND A	826 18 AVE	MOLINE IL	61265
1705135005	HANSON DAWN N	830 18 AVE	MOLINE IL	61265

1705135006	DEWITTE PATRICIA A	834 18 AVE	MOLINE IL	61265
1705135007	WAGNER DAVID	840 18 AVE	MOLINE IL	61265
1705136001	WHITTED JAMES/JEAN	842 18 AVE	MOLINE IL	61265
1705129024	DEERVIEW HOLDING LLC/ALAN	1804 9 ST	MOLINE IL	61265
1705129036	INTERACTIVE MARKETING INC	1801 10 ST	MOLINE IL	61265
1705134002	DOMINGUEZ LOPEZ JESUS	1806-08-10-12 7 ST	MOLINE IL	61265
1705134011	BAILEY JAMES	1814 7 ST	MOLINE IL	61265
1705134012	DWYER DAVID W/JUDITH L	1824 7 ST	MOLINE IL	61265
1705134020	DEBORD DIANE	702 18 AVE A	MOLINE IL	61265
1705134021	JOSEPH R TAYLOR INC	708 18 AVE A	MOLINE IL	61265
1705100002	PELLEGRINI RANDY A	701 19 AVE	MOLINE IL	61265
1705100003	PELLEGRINI RANDY A	721 19 AVE	MOLINE IL	61265
1705122027	ESPARZA LUIS C/MARIA V	1710-1712-1714 7 ST	MOLINE IL	61265
1705122043	HARTSON BRADLEY G	719 18 AVE	MOLINE IL	61265
1705122044	SMITH KELLY J/K&L PROP	721 18 AVE	MOLINE IL	61265
1705122045	SAUNDERS DUANE E	725 18 AVE	MOLINE IL	61265
1705122046	GUNNERSON PEGGY	729 18 AVE	MOLINE IL	61265
1705122047	JOURDAN KYLE S	731 18 AVE	MOLINE IL	61265
1705122049	BILLINGS RICHARD M	805 18 AVE	MOLINE IL	61265
1705122041	PEARSON VIRGINIA F	711 18 AVE	MOLINE IL	61265
1705122042	MAERE NELLIE J	713 18 AVE	MOLINE IL	61265
1705123020	WEAVER LAURA J/THEODORE E	841 18 AVE	MOLINE IL	61265
1705122040	PEARSON VIRGINIA F	709 18 AVE	MOLINE IL	61265
1705134001	ANESTHESIA/MYERS CAROLYN	702-704 18 AVE	MOLINE IL	61265
1705134005	WINTERBOTTOM JOHN R	718 18 AVE	MOLINE IL	61265
1705135003	DECOCK JOHN A/KAREN L	822 18TH AVE	MOLINE IL	61265
1705134007	JOHNSON W ROY	730 18 AVE	MOLINE IL	61265
1705107003	TOWERS METROPOLITAN	1508 7 ST	MOLINE IL	61265
1705107004	METROPOLITAN TOWERS LLC	1520 7 ST	MOLINE IL	61265
1705107005	BUTTERWORTH ARTS/M FOSTER	725 16 AVE	MOLINE IL	61265
1705128001	BROWN LARRY E	1718-1720 10 ST	MOLINE IL	61265
1705107001	GOODELL VEDIA M TRST	1302 7 ST	MOLINE IL	61265
1705144002	METROPOLITAN TOWERS LLC	1500 & 1504 7TH ST	MOLINE IL	61265
1705144003	H & C BLDG PARTNERSHIP	1410 7TH ST	MOLINE IL	61265
1705144004	HCR MANORCARE PROPERTIES		MOLINE IL	61265
1706212011	DEROO KEVIN E	540 16 AVE	MOLINE IL	61265
1706213025	VELIE WILLARD L JR	549 18 AVE	MOLINE IL	61265
1706233003	FRIENDS CIRCLE CLUB INC	540 18 AVE	MOLINE IL	61265
1706211018	TOBA ENTERPRISES INC	549 16 AVE	MOLINE IL	61265

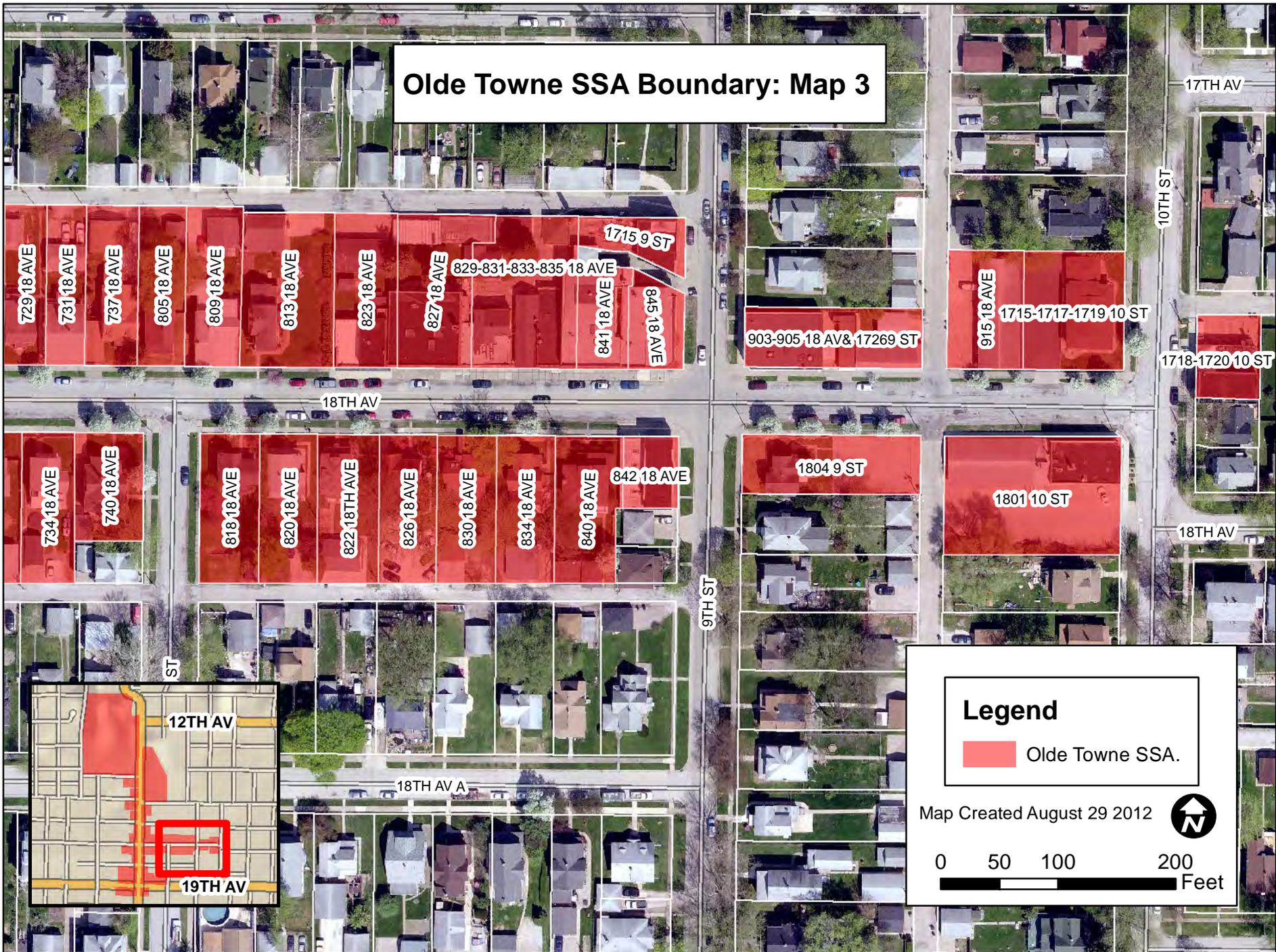
Olde Towne SSA Boundary: Map 1



Olde Towne SSA Boundary: Map 2



Olde Towne SSA Boundary: Map 3



Olde Towne SSA Boundary: Map 4

Legend

 Olde Towne SSA.

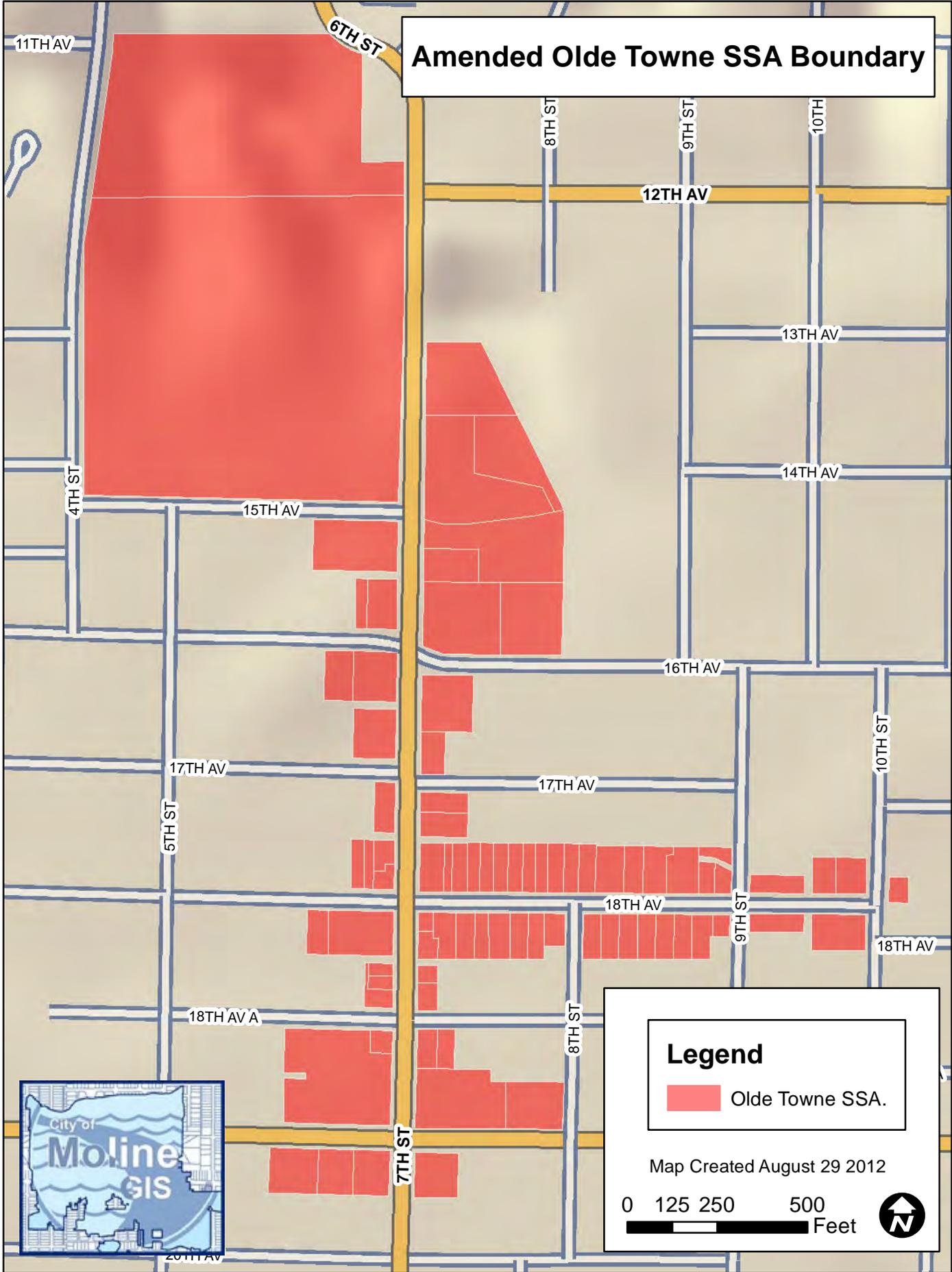
Map Created August 29 2012



0 50 100 200 Feet



Amended Olde Towne SSA Boundary



Legend

 Olde Towne SSA.

Map Created August 29 2012

0 125 250 500 Feet



Exhibit C: Olde Towne Boundary

Beginning at the west line of 4th Street and the south line of 15th Avenue.

Then north along the east property line to the southeast corner of 730 3rd Street A.

Then east along the north property line to the northeast corner of 1201 7th Street.

Then along the north/east to the northwest corner of 635 10th Avenue.

Then south along the west property line to the southwest corner of 635 10th Avenue.

Then east along the south property line to the east line of 7th Street.

Then south along the west property line to the north line of 13th Avenue.

Then east along the north property line approximately 152 feet.

The southeast to the northeast corner of 1302 7th Street.

Then southeast along the east property line to the northeast corner of 1504 7th Street.

Then south along the east property line to the south line of 16th Avenue.

Then west along the south line of 16th Avenue to northeast corner of 1602 7th Street.

Then south along the east property line to the southeast corner of 1612 7th Street.

Then west along the south property line to the northeast corner of 1630 7th Street.

Then south along the east property line to the south line of 17th Avenue.

Then east along the south line of 17th Avenue to the northeast corner of 1702 7th Street.

Then south along the east property line to the north line of the alley south of 17th Avenue.

Then east along the north property line to the east line of 9th Street.

Then south along the east line of 9th Street to the northwest corner of 903 18th Avenue.

Then east along the north property line to the northeast corner of 905 18th Avenue.

Then north along the west line of the alley east of 9th Street to the northwest corner of 915 18th Avenue.

Then east along the north property line to the east line of 10th Street.

Then south to the north line of the Alley south of 17th Avenue.

Then east along the north line of the alley south of 17th Avenue to the southeast corner of 1002 17th Avenue.

Then south along the east property line to the southeast corner of 1718-1720 10th Street.

Then west along the south property line to the east line of 10th Street.

Then south along that west line of 10th Street to the south line of 18th Avenue.

Then west along that line to the southeast corner of 1808 9th Street.

Then north along the east property line to the southeast corner of 1804 9th Street.

Then west along that line to the east line of 9th Street.

Then south along the east line of 9th Street approx 12 feet.

Then west along that line to the southwest corner of 842 18th Avenue.

Then south along the east property line to the south line of the alley south of 18th Avenue.

Then west along that south line to the southwest corner of 8th Street and the alley south of 18th Avenue.

Then north along the west property line to the southeast corner of 740 18th Avenue.

Then west along the south property line to the southwest corner of 740 18th Avenue.

Then south along that west line to the south line of the alley south of 18th Avenue.

Then west along the south line of the alley to the northeast corner of 1814 7th Street.

Then south along the east property line to the south line of 18th Avenue A.

Then east along that south line to the northeast corner of 708 18th Avenue A.

Then south along that east line to the southeast corner of 708 18th Avenue A.

Then east along that south line to the southeast corner of 718 18th Avenue A.

Then south along that east line to the southwest corner of 722 18th Avenue A.

Then east along that south line to the east line of 8th Street.

Then south along that east line to the southeast corner of 8th Street and 19th Avenue.

Then west along that south line to the northeast corner of 702 19th Avenue.

Then south along that east line to the south line of the alley south of 19th Avenue.

Then west along that south line to the northeast corner of 527 20th Avenue.

Then 40.5 feet west along that south line.

Then north along that west line to the southwest corner of 527 19th Avenue.

Then east along that south line to the southeast corner of 527 19th Avenue.

Then north along that east line to the north line of 18th Avenue A.

Then east along that north line to the southwest corner of 1823-1825 7th Street Court.

Then north along that west line to the south line of the alley south of 18th Avenue.

Then west along that south line to the southwest corner of 540 18th Avenue.

Then north along that west line to the north line of 18th Avenue.

Then east along that north line to the southwest corner of 549 18th Avenue.

Then north along that west line to the north line of the alley south of 17th Avenue

Then east along that north line to the southwest corner of 560 17th Avenue.

Then north along that west line to the south line of 17th Avenue.

Then west along that south line to the southwest corner of 1627 7th Street.

Then north along that same line to the south line of the alley south of 16th Avenue.

Then west along that south line to the southwest corner of 540 16th avenue.

Then north along that west line to the north line of 16th Avenue.

Then east along that north line to the southwest corner of 549 16th Avenue.

Then north along that west line to the south line of the alley south of 15th Avenue.

Then west along that south line to the northwest corner of 537 16th Avenue.

Then north along that west line to the south line of 15th Avenue.

Then west along that south line to the west line of 4th Street and the beginning.

Exhibit D:
Notice of Public Hearing for Proposed City of Moline Olde Towne Special Service Area

**NOTICE OF HEARING
CITY OF MOLINE
OLDE TOWNE SPECIAL SERVICE AREA**

NOTICE IS HEREBY GIVEN that on October 9, 2012 at 6:30 p.m. at the Moline City Hall, 619 6th Street, Moline, Illinois, a hearing will be held by the City of Moline to consider forming a special service area, to be called “City of Moline Olde Towne Special Service Area,” consisting of the territory legally described in **Exhibit 1** to this Notice.

The approximate street location is the area generally depicted on the map of a portion of the City, which map is attached as **Exhibit 2** to this Notice.

A listing of the permanent tax index number of each parcel located within the proposed Olde Towne Special Service Area is attached as **Exhibit 3** to this Notice.

The general purpose of the formation of the City of Moline Olde Towne Special Service Area is to provide special municipal services to the area, which may include, without limitation: engineering, soil testing and appurtenant work, storm water management facilities, storm drainage systems and storm sewers, site clearing and tree removal, public water facilities, sanitary sewer facilities, erosion control measures, roads, streets, curbs, gutters, street lighting, traffic controls, parking lots, sidewalks, bike paths and related street improvements, and equipment and materials necessary for the maintenance thereof, landscaping, tree installation, vegetation maintenance and control, costs for land and easement acquisitions relating to any of the foregoing improvements, required tap-on and related fees for water or sanitary sewer services and other eligible costs, snow removal, cul-de-sac creation and maintenance, public rights-of-way creation and maintenance, public property maintenance to a higher standard than throughout the City generally, Moline Main Street Program operations, special projects and provision of amenities (collectively, the “Services”); and

There will also be considered at the hearing the following alternative methods of financing improvements within the proposed special service area: (i) the imposition or levy by the City of a tax in the proposed special service area sufficient to produce revenues to provide special municipal services to the proposed special service area; the maximum rate of such taxes to be extended in any year for special services under this ordinance within the proposed special service area shall not exceed the amount necessary to produce a maximum annual tax levy of **\$200,000** not to exceed **\$1,000,000** over the 15 year life of the special service area, and (ii) the borrowing of an amount not to exceed an aggregate principal amount of **\$1,000,000** to be evidenced by unlimited ad valorem tax bonds of such area, the proceeds of which shall be used to pay the cost of providing special municipal services to the proposed special service area, to fund certain reserves for, and interest on, the Bonds and initial administrative expenses relating to the proposed special service area, and to pay the cost of issuing the Bonds. The Bonds, if issued, shall

be retired over a period not to exceed thirty (30) years from the date of their issuance and shall bear interest at a rate not to exceed the greater of nine percent (9%) per annum or 125% (and substituting 13% for 9% and 200% for 125% if not tax exempt) of the rate for the most recent date shown in the 20 G.O. Bonds Index of average municipal bond yields as published in the most recent edition of *The Bond Buyer*, published in New York, New York, at the time the contract is made for the sale of the Bonds. The Bonds, if issued, shall be retired by the levy of an additional annual tax levied against each parcel of property within the special service area to pay the interest on the Bonds as it falls due and to discharge the principal thereof at maturity and to pay the costs of administration and maintenance of the Subject Territory. This tax is to be levied upon all taxable property within the proposed special service area.

At the hearing, all interested persons affected by the formation of such special service area, including all persons owning taxable real estate therein, may file written objections to and be heard orally regarding the formation of and the boundaries of the special service area, the issuance of bonds and the levy of taxes affecting the area. The hearing may be adjourned by the City Council without further notice other than a motion to be entered upon the minutes of its meeting fixing the time and place of its adjournment.

If a petition signed by at least 51% of the electors residing within the City of Moline Olde Towne Special Service Area and by at least 51% of the owners of record of the land included within the boundaries of the City of Moline Olde Towne Special Service Area is filed with the City Clerk of the City of Moline within sixty (60) days following the final adjournment of the public hearing objecting to the creation of the special service area, the issuance of bonds for the provision of special services to the area or the levy of taxes affecting the area, no such area may be created and no such bonds may be issued or taxes levied or imposed.

Exhibit 1

Subject Territory

Legal Description for Proposed City of Moline Olde Towne Special Service Area

Beginning at the west line of 4th Street and the south line of 15th Avenue.
Then north along the east property line to the southeast corner of 730 3rd Street A.
Then east along the north property line to the northeast corner of 1201 7th Street.
Then along the north/east to the northwest corner of 635 10th Avenue.
Then south along the west property line to the southwest corner of 635 10th Avenue.
Then east along the south property line to the east line of 7th Street.
Then south along the west property line to the north line of 13th Avenue.
Then east along the north property line approximately 152 feet.
The southeast to the northeast corner of 1302 7th Street.
Then southeast along the east property line to the northeast corner of 1504 7th Street.
Then south along the east property line to the south line of 16th Avenue.
Then west along the south line of 16th Avenue to northeast corner of 1602 7th Street.
Then south along the east property line to the southeast corner of 1612 7th Street.
Then west along the south property line to the northeast corner of 1630 7th Street.
Then south along the east property line to the south line of 17th Avenue.
Then east along the south line of 17th Avenue to the northeast corner of 1702 7th Street.
Then south along the east property line to the north line of the alley south of 17th Avenue.
Then east along the north property line to the east line of 9th Street.
Then south along the east line of 9th Street to the northwest corner of 903 18th Avenue.
Then east along the north property line to the northeast corner of 905 18th Avenue.
The north along the west line of the alley east of 9th Street to the northwest corner of 915 18th Avenue.
Then east along the north property line to the east line of 10th Street.
Then south to the north line of the Alley south of 17th Avenue.
The east along the north line of the alley south of 17th Avenue to the southeast corner of 1002 17th Avenue.
Then south along the east property line to the southeast corner of 1718-1720 10th Street.
Then west along the south property line to the east line of 10th Street.
Then south along that west line of 10th Street to the south line of 18th Avenue.
Then west along that line to the southeast corner of 1808 9th Street.
Then north along the east property line to the southeast corner of 1804 9th Street.
Then west along that line to the east line of 9th Street.
Then south along the east line of 9th Street approx 12 feet.
Then west along that line to the southwest corner of 842 18th Avenue.
Then south along the east property line to the south line of the alley south of 18th Avenue.
Then west along that south line to the southwest corner of 8th Street and the alley south of 18th Avenue.
Then north along the west property line to the southeast corner of 740 18th Avenue.
Then west along the south property line to the southwest corner of 740 18th Avenue.
Then south along that west line to the south line of the alley south of 18th Avenue.
Then west along the south line of the alley to the northeast corner of 1814 7th Street.
Then south along the east property line to the south line of 18th Avenue A.

Then east along that south line to the northeast corner of 708 18th Avenue A.
Then south along that east line to the southeast corner of 708 18th Avenue A.
Then east along that south line to the southeast corner of 718 18th Avenue A.
Then south along that east line to the southwest corner of 722 18th Avenue A.
Then east along that south line to the east line of 8th Street.
Then south along that east line to the southeast corner of 8th Street and 19th Avenue.
Then west along that south line to the northeast corner of 702 19th Avenue.
Then south along that east line to the south line of the alley south of 19th Avenue.
Then west along that south line to the northeast corner of 527 20th Avenue.
Then 40.5 feet west along that south line.
Then north along that west line to the southwest corner of 527 19th Avenue.
Then east along that south line to the southeast corner of 527 19th Avenue.
Then north along that east line to the north line of 18th Avenue A.
Then east along that north line to the southwest corner of 1823-1825 7th Street Court.
Then north along that west line to the south line of the alley south of 18th Avenue.
Then west along that south line to the southwest corner of 540 18th Avenue.
Then north along that west line to the north line of 18th Avenue.
Then east along that north line to the southwest corner of 549 18th Avenue.
Then north along that west line to the north line of the alley south of 17th Avenue.
Then east along that north line to the southwest corner of 560 17th Avenue.
Then north along that west line to the south line of 17th Avenue.
Then west along that south line to the southwest corner of 1627 7th Street.
Then north along that same line to the south line of the alley south of 16th Avenue.
Then west along that south line to the southwest corner of 540 16th Avenue.
Then north along that west line to the north line of 16th Avenue.
Then east along that north line to the southwest corner of 549 16th Avenue.
Then north along that west line to the south line of the alley south of 15th Avenue.
Then west along that south line to the northwest corner of 537 16th Avenue.
Then north along that west line to the south line of 15th Avenue.
Then west along that south line to the west line of 4th Street and the beginning.

Exhibit 2

Map of Proposed City of Moline Olde Towne Special Service Area

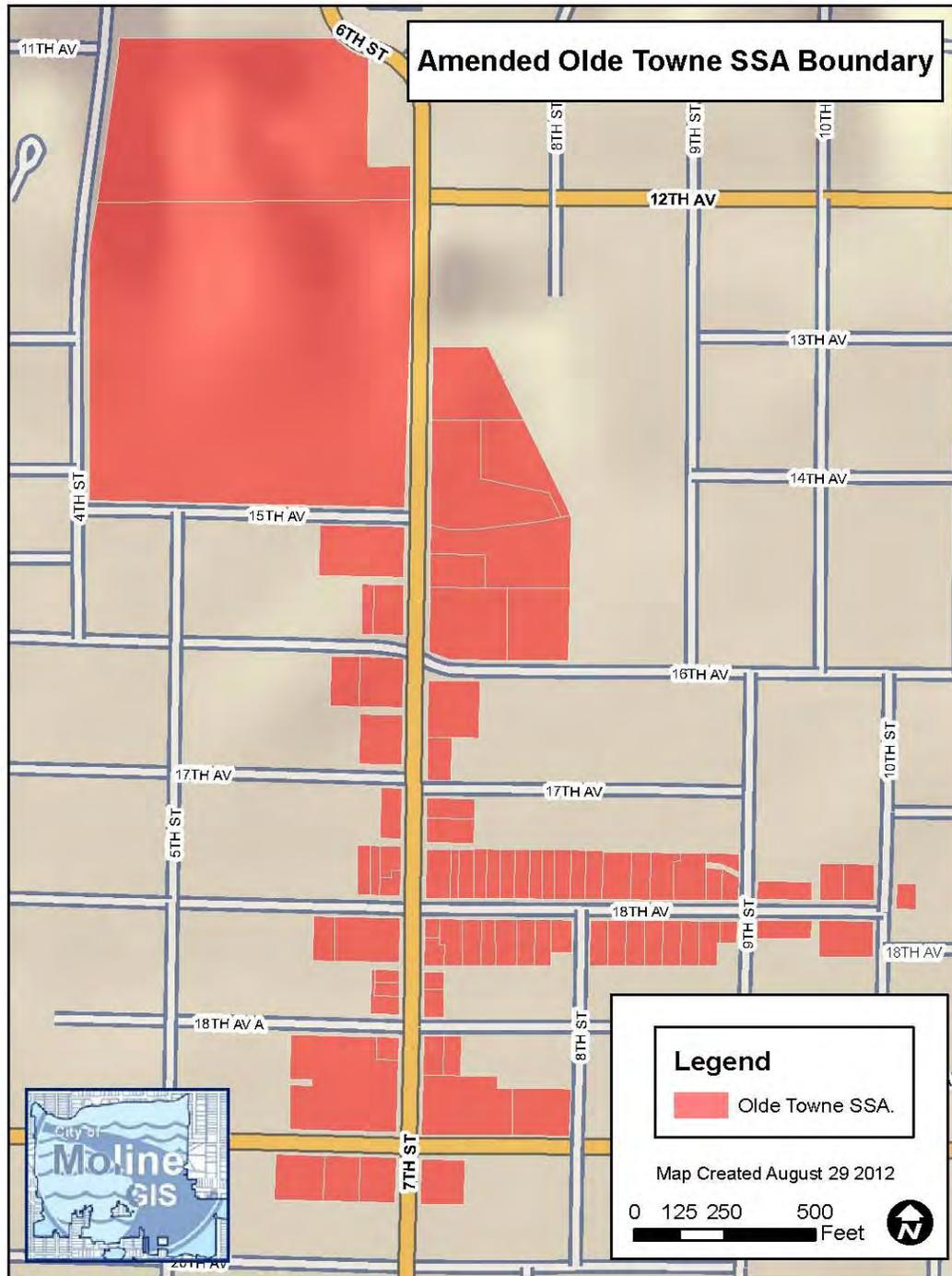


Exhibit 3

A listing of the permanent tax index number of each parcel located within the proposed Olde Towne Special Service Area

Exhibit A				
Pin Number	NAME	Property Address	City	Zip
831435001	CITY OF MOLINE	1201 7 ST/STEPHENS PARK	MOLINE IL	61265
831435002	CTY OF MOLINE/US CELLULAR	1201 7 ST/STEPHENS PARK	MOLINE IL	61265
1706200001	CITY OF MOLINE	531 15 AVE/STEPHENS PARK	MOLINE IL	61265
1706211008	MOJO ASSOCIATES INC	1505 7 ST	MOLINE IL	61265
1706211019	TOBA ENTERPRISES INC	1525 7 ST	MOLINE IL	61265
1706212026	DEROO KEVIN/RAFFERTY L	1627 7 ST	MOLINE IL	61265
1706212013	DEROO KEVIN E	1611 7 ST	MOLINE IL	61265
1706213026	ATKINS ROSALIE E	551 18 AVE	MOLINE IL	61265
1706213027	VETERANS OF FOREIGN WARS	1721 7TH ST	MOLINE IL	61265
1706213028	ATKINS ROSALIE E	1731 7 ST	MOLINE IL	61265
1706213013	CEURVORST DENIS P	560 17 AVE	MOLINE IL	61265
1706233004	PEAK INVESTING GROUP/THAD	1803 7 ST	MOLINE IL	61265
1706234014	SENG JOSEPH M	1825-1823 7 ST CT	MOLINE IL	61265
1706234012	MAYFIELD JAMES D	1817 & 1819 7TH ST	MOLINE IL	61265
1706234013	MAYFIELD JAMES D	1821 7TH ST	MOLINE IL	61265
1706235013	SENG JOSEPH M	1835 7 ST	MOLINE IL	61265
1706235026	WALGREEN #9515	555 19 AVE	MOLINE IL	61265
1706415001	CEURVORST DENIS P	532 19 AVE	MOLINE IL	61265
1706415002	HOEGNER PAUL	548 19 AVE	MOLINE IL	61265
1706415003	MBC REAL ESTATE LLC	1901 7 ST	MOLINE IL	61265
1705301001	JOHNSON ARTHUR J FAMILY	702 19 AVE	MOLINE IL	61265
1705122001	SCHWEINBERGER DALE	1602-04-06-08-12 7 ST	MOLINE IL	61265
1705122012	ARC	1630 7 ST	MOLINE IL	61265
1705122026	LOVELESS F	1702 7 ST	MOLINE IL	61265
1705122039	FRIENDS CIRCLE CLUB INC	701-705 18 AVE	MOLINE IL	61265
1705122048	AGUILAR PABLO/ESTELA	737 18 AVE	MOLINE IL	61265
1705122050	RAMIREZ JOHN S	809 18 AVE	MOLINE IL	61265
1705122051	HOLMQUIST ROBERT C/JANE C	813 18 AVE	MOLINE IL	61265
1705122052	HOLMQUIST ROBERT C/JANE C	823 18 AVE	MOLINE IL	61265
1705123017	TREVOR KATHLEEN A	827 18 AVE	MOLINE IL	61265
1705123018	LATTA GLENN D JR	829-831-833-835 18 AVE	MOLINE IL	61265
1705123019	JOURDAN CARL H/KATHLEEN J	1715 9 ST	MOLINE IL	61265
1705129022	ROWE THOMAS L/JENNIFER	915 18 AVE	MOLINE IL	61265
1705129023	WAHLHEIM DANIEL J	1715-1717-1719 10 ST	MOLINE IL	61265
1705123021	WEAVER LAURA J/THEODORE E	845 18 AVE	MOLINE IL	61265
1705129011	SIERRA JEROME J	903-905 18 AV& 17269 ST	MOLINE IL	61265
1705134003	ENGELS JULIE M	706-708-710 18 AVE	MOLINE IL	61265
1705134004	WEAVER THEODORE E	712-714 18 AVE	MOLINE IL	61265
1705134006	JOHNSON W ROY/BONNIE L	720 18 AVE	MOLINE IL	61265
1705134008	WHEATLEY JOHN A	734 18 AVE	MOLINE IL	61265
1705134009	LECANDER NICHOLE M	740 18 AVE	MOLINE IL	61265
1705135001	LUNDQUIST STEPHEN F	818 18 AVE	MOLINE IL	61265
1705135002	GARCIA RICARDO/ROSA L BA	820 18 AVE	MOLINE IL	61265
1705135004	BENDER RAYMOND A	826 18 AVE	MOLINE IL	61265
1705135005	HANSON DAWN N	830 18 AVE	MOLINE IL	61265

1705135006	DEWITTE PATRICIA A	834 18 AVE	MOLINE IL	61265
1705135007	WAGNER DAVID	840 18 AVE	MOLINE IL	61265
1705136001	WHITTED JAMES/JEAN	842 18 AVE	MOLINE IL	61265
1705129024	DEERVIEW HOLDING LLC/ALAN	1804 9 ST	MOLINE IL	61265
1705129036	INTERACTIVE MARKETING INC	1801 10 ST	MOLINE IL	61265
1705134002	DOMINGUEZ LOPEZ JESUS	1806-08-10-12 7 ST	MOLINE IL	61265
1705134011	BAILEY JAMES	1814 7 ST	MOLINE IL	61265
1705134012	DWYER DAVID W/JUDITH L	1824 7 ST	MOLINE IL	61265
1705134020	DEBORD DIANE	702 18 AVE A	MOLINE IL	61265
1705134021	JOSEPH R TAYLOR INC	708 18 AVE A	MOLINE IL	61265
1705100002	PELLEGRINI RANDY A	701 19 AVE	MOLINE IL	61265
1705100003	PELLEGRINI RANDY A	721 19 AVE	MOLINE IL	61265
1705122027	ESPARZA LUIS C/MARIA V	1710-1712-1714 7 ST	MOLINE IL	61265
1705122043	HARTSON BRADLEY G	719 18 AVE	MOLINE IL	61265
1705122044	SMITH KELLY J/K&L PROP	721 18 AVE	MOLINE IL	61265
1705122045	SAUNDERS DUANE E	725 18 AVE	MOLINE IL	61265
1705122046	GUNNERSON PEGGY	729 18 AVE	MOLINE IL	61265
1705122047	JOURDAN KYLE S	731 18 AVE	MOLINE IL	61265
1705122049	BILLINGS RICHARD M	805 18 AVE	MOLINE IL	61265
1705122041	PEARSON VIRGINIA F	711 18 AVE	MOLINE IL	61265
1705122042	MAERE NELLIE J	713 18 AVE	MOLINE IL	61265
1705123020	WEAVER LAURA J/THEODORE E	841 18 AVE	MOLINE IL	61265
1705122040	PEARSON VIRGINIA F	709 18 AVE	MOLINE IL	61265
1705134001	ANESTHESIA/MYERS CAROLYN	702-704 18 AVE	MOLINE IL	61265
1705134005	WINTERBOTTOM JOHN R	718 18 AVE	MOLINE IL	61265
1705135003	DECOCK JOHN A/KAREN L	822 18TH AVE	MOLINE IL	61265
1705134007	JOHNSON W ROY	730 18 AVE	MOLINE IL	61265
1705107003	TOWERS METROPOLITAN	1508 7 ST	MOLINE IL	61265
1705107004	METROPOLITAN TOWERS LLC	1520 7 ST	MOLINE IL	61265
1705107005	BUTTERWORTH ARTS/M FOSTER	725 16 AVE	MOLINE IL	61265
1705128001	BROWN LARRY E	1718-1720 10 ST	MOLINE IL	61265
1705107001	GOODELL VEDIA M TRST	1302 7 ST	MOLINE IL	61265
1705144002	METROPOLITAN TOWERS LLC	1500 & 1504 7TH ST	MOLINE IL	61265
1705144003	H & C BLDG PARTNERSHIP	1410 7TH ST	MOLINE IL	61265
1705144004	HCR MANORCARE PROPERTIES		MOLINE IL	61265
1706212011	DEROO KEVIN E	540 16 AVE	MOLINE IL	61265
1706213025	VELIE WILLARD L JR	549 18 AVE	MOLINE IL	61265
1706233003	FRIENDS CIRCLE CLUB INC	540 18 AVE	MOLINE IL	61265
1706211018	TOBA ENTERPRISES INC	549 16 AVE	MOLINE IL	61265

Council Bill/Resolution No. 1234-2012

Sponsor: _____

A RESOLUTION

DECLARING Various items of antiquated and unusable data radios and in-car computers and screens as surplus property, said items more fully described in Exhibit A, attached hereto and incorporated herein by this reference thereto.

WHEREAS, the above-listed data radios and in-car computers were originally purchased in conjunction with a 1996 COPS More federal grant award and were replaced in the police vehicles several years ago; and

WHEREAS, the equipment has no usable or monetary value; and

WHEREAS, this Council finds and declares that the aforesaid equipment is surplus property and not necessary or useful to or in the best interest of the City; and

WHEREAS, Sections 2-2234 and 2-2235 of the Moline Code of Ordinances authorize the sale of municipal property and said sections require that the City Council direct the Finance Director to dispose of such property.

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

That this Council finds and declares that the aforesaid data radios and in-car computers and screens, more fully described in Exhibit A, attached hereto and incorporated herein by this reference thereto, are surplus property and authorizes the Finance Director to dispose of said property.

BE IT FURTHER RESOLVED that the City Council hereby authorizes the disposal of said property through the legal disposal process that is most advantageous to the City, whether sealed bid, auction, negotiation, or otherwise.

CITY OF MOLINE, ILLINOIS

Mayor Pro-Tem
September 18, 2012

Date

Passed: September 18, 2012

Approved: September 25, 2012

Attest: _____
City Clerk

Approved as to form:

City Attorney



FIXED ASSET DISPOSAL FORM

TO REPORT ASSETS TRANSFERRED TO ANOTHER DIVISION OR DEPARTMENT, ASSETS SOLD, TRADED, ABANDONED OR OTHERWISE TAKEN PERMANENTLY OUT OF SERVICE.

PLEASE FILL OUT ALL ITEMS THAT APPLY AND ARE KNOWN. SIGN AND DATE FORM AND FORWARD TO ACCOUNTING AS SOON AS POSSIBLE AFTER DISPOSAL.

ASSET NUMBER: none assigned.

ASSET DESCRIPTION: See attached itemized list on page 2.

DATE OF DISPOSAL: **PENDING CITY COUNCIL APPROVAL**

DISPOSAL METHOD:(Recommended) SOLD **SCRAPPED** TRADE IN AUCTION

BUYER: n/a

CASH OR TRADE IN RECEIVED: n/a

ORIGINAL COST: Varied.

COMMENTS: The data radios and in-car computers and screens were purchased in 2001 in conjunction with a 1996 COPS More grant award, and both the technology and units are no longer usable. Listing attached: 19 data radios, 11 computers and 7 screens.

FORM PREPARED BY: Jody Walker.

DATE: 09/04/2012



FIXED ASSET DISPOSAL FORM
Itemized Equipment List

MACOM DATA RADIOS	KONTRON COMPUTERS	KONTRON COMPUTER SCREENS
Serial Number	Serial Number	Serial Number
414669	134766029	1258215
414673	134766034	A7E00492
413881	134766020	A7E00411
414670	134766022	A7E00397
418322	134766037	A7E00511
414969	134766012	A7E00538
414672	134766035	A7E00589
413757	134766021	
414671	134766033	
413794	134766036	
413760	134687015	
418321		
413754		
413758		
418319		
418323		
418266		
413761		
414970		

Council Bill/Resolution No.: 1235-2012

Sponsor: _____

A RESOLUTION

AUTHORIZING the Utilities General Manager to accept a proposal from Cash Cycle Solutions Inc. for utility billing presentment services, with an anticipated annual cost of \$36,500.00, at current postal rates.

WHEREAS, City staff has determined, through a Request For Proposals process, that Cash Cycle Solutions Inc. can provide utility billing presentment services that best meet the City's requirements and reduce the City's annual utility billing costs; and

WHEREAS, the anticipated annual cost of Cash Cycle Solutions Inc. utility billing presentment services is well below the City's current annual budget allocation of \$53,700.00; and

WHEREAS, the Committee-of-the-Whole has reviewed this matter and made its recommendation.

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

That the Utilities General Manager is hereby authorized to accept a proposal from Cash Cycle Solutions Inc. for utility billing presentment services, with an estimated annual cost of \$36,000.00, at current postal rates; provided said proposal is substantially similar in form and content to Exhibit "A," attached hereto and incorporated herein by this reference thereto, and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

Mayor Pro-Tem

September 18, 2012

Date

Passed: September 18, 2012

Approved: September 25, 2012

Attest: _____
City Clerk

Approved as to form:

City Attorney



Services Agreement

This Services Agreement (the "Agreement") is entered into effective this _____ day of _____, 2012 ("Effective Date") by and between:

Cash Cycle Solutions, Inc.
201 South Tryon Street, Suite 800
Charlotte, NC, 28202
(704) 697-0676

A North Carolina Corporation

("CCS")

and

City of Moline
619 – 16th Street
Moline, IL 61265

A Municipal Corporation

(the "Client")

By the signatures of their duly authorized representatives below, CCS and Client, intending to be legally bound, agree to all of the provisions of this Agreement and all Schedules and Addenda to this Agreement.

Cash Cycle Solutions, Inc.

Client: City of Moline

By: _____

By: _____

Print name: _____

Print name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Witness: _____

Witness: _____

1. Definitions

All terms shown in proper case and acronyms shown in all capital letters are defined in Attachment A included in and made a part of this Agreement.

2. Services

- a. CCS shall provide to Client the document communication and other services (the "Services") as described in each Services Order ("Order" or "Orders") appended to this Agreement in substantially the form provided in Attachment F hereto, or in such other form as CCS might approve.
- b. Additional Services may be incorporated into this Agreement by mutual agreement of CCS and the Client through the execution of a new Order. New Orders are subject to all the terms and conditions of this Agreement.
- c. Existing Orders may be amended by mutual agreement of CCS and the Client through the execution of a Superseding Order. Superseding Orders will be subject to all the terms and conditions of this Agreement.
- d. CCS is not obligated to provide any services under this Agreement unless set out in an Order executed by the parties.

3. Contract Term and Renewal

- a. This Agreement shall begin on the Effective Date indicated in the first paragraph of the Agreement and shall continue through the period three (3) years after the month the first Job under the Order is processed, unless stated otherwise on the Order.
- b. CCS and the CLIENT shall have the option to renew for up to three (3) additional one-year periods on the same terms of this Agreement unless notification of termination is provided by either party at least ninety days (90) days prior to the term date of the Agreement then in effect. Such renewals will occur only by written agreement of the parties.

4. Fees and Expenses

- a. Client shall pay to CCS the fees for Services set out in the Order and as per Attachment B.
- b. Client is responsible for the cost of all Mailing Materials in the production of Jobs. The initial cost of Mailing Materials is as set forth in the Order(s).
- c. If the Client elects to use custom Mailing Materials, (i) Client shall pay initial setup fees, if any, and (ii) CCS, may at its option, require the Client to prepay an amount equal to three (3) months' supply on a rolling three-month basis. If the customer requires a stocking level greater than three (3) months, an additional stocking fee may be assessed. Upon discontinuation of use of custom Mailing Materials and/or termination of the Agreement, any custom Mailing Materials that have been purchased or acquired for Client shall be (i) returned to Client at Client's expense, or (ii) destroyed by written approval of the Client. Client shall be responsible for payment of all custom Mailing Materials not already paid for by Client pursuant to this paragraph.
- d. Client agrees to reimburse CCS for all reasonable transportation, meals, lodging and other travel expenses, if any, incurred in traveling to the Client's location during Implementation of Services provided under this Agreement. Such travel and the costs incurred are subject to prior approval of Client.
- e. Client agrees to reimburse CCS for all reasonable costs of mailing or shipping incurred in delivery of print samples, office copies or other materials to the Client.

5. Exclusivity

- a. During the entire term of this Agreement, Client shall solely and exclusively utilize the Provider as its sole provider of the Services or any other services similar in nature to the Services. The Client will however, have the right to provide occasional bills and notices mailed directly through their own facility.

6. Taxes

- a. Client shall be responsible for all federal, state or local sales, use or excise taxes levied upon, or measured by the sale of goods or services provided herein, provided that such taxes are imposed by law on the Client as purchaser of the goods or services.
- b. CCS will exempt the Client from sales, use or excise taxes if the Client can provide a duly authorized exemption certificate.

7. Postage

- a. Client agrees to pay, as a deposit for postage required for Mailing Services, an amount equal to two (2) times the estimated monthly Postage ("Postage Deposit"). The Postage Deposit shall be considered an imprest deposit balance and actual postage usage will be reimbursed through invoicing as described in Section Attachment B.
- b. The initial estimate of monthly postage shall be based on volume estimates and postage rates provided in the Order. CCS will submit an invoice for the initial Postage Deposit approximately thirty (30) days before an Order's first Job is processed. The Client agrees to pay the initial Postage Deposit on or before an Order's first Job is processed.
- c. CCS will periodically review actual postage usage. If the average monthly postage over the preceding six (6) months times two (2) is greater than the Client's current Postage Deposit, CCS will submit an invoice to the Client for the difference. Invoices for additional Postage Deposits are due ten (10) days from the date of the invoice.
- d. If the average monthly postage over the preceding six (6) months times two (2) is less than the Client's current Postage Deposit, CCS will pay a refund to the Client for the difference.
- e. If the United States Postal Service increases the postal rates, CCS will invoice the Client the difference to maintain the Postal Deposit account equal to two (2) months of actual postage. Invoices for additional Postage Deposits are due ten (10) days from the date of the invoice.

- f. The Client may request that CCS review the Postage Deposit balance relative to actual postage usage at any time.
- g. CCS will process Jobs using permit postage, unless metered postage processing is requested by Client. Metered postage will require a processing charge as provided in the Order(s).
- h. Failure to pay invoices for Postage Deposits might result in a delay in the processing of a Job or Jobs until the past due invoice is paid. Such a delay shall not be deemed a failure of CCS to perform in accordance with its obligations defined herein.
- a. Upon termination of this Agreement the Postage Deposit will first be applied to any outstanding Client invoices with the remaining balance, if any, refunded to the Client.

8. Price Adjustment

- a. The price for the non-Mailing Materials element of Services may be adjusted on each anniversary of this Agreement for an amount representing the lesser of the increase in CPI (as defined in Attachment A) during in the preceding twelve (12) months or 4%.
- b. The price for Mailing Materials may be adjusted every June 30 and December 31 of this Agreement based on the increase in the PPI (as defined in Attachment A).

9. Client Obligations

- a. Client shall assign a project manager and secondary liaison for each Order to facilitate design, implementation and ongoing execution of Client obligations under the Order and this Agreement. Client shall promptly notify CCS' customer service representative verbally or in writing of any changes in the project manager or secondary liaison.
- b. Client shall make every effort to provide CCS with forms and data file structures within thirty (30) days of Order execution, but in no case longer than forty-five (45) days.
- c. Client shall be responsible for the performance of any of its third parties in providing form data file structures, data files or other services which CCS requires in performing its obligations under this Agreement.
- d. Client shall provide data files in the format and via communication method(s) agreed to by both parties during Implementation. Client is responsible for maintaining backup copies of data files it provides to CCS and CCS shall have no liability for any loss or damage caused by Client's failure to maintain copies.
- e. Client will notify CCS at least thirty (30) days prior to major changes to the form or any changes to data structure and at least seven (7) days prior to minor changes in the form layout.
- f. Client shall provide approvals within the Order's SLA timeframes. CCS SLA obligation for delivery of a job to the postal service begins only when the approval is provided.
- g. All Inserts must be within CCS' insertion machine specifications, which may change from time to time during the term of this Agreement. The current minimum specifications for Inserts are set forth on Attachment C. Any deviation from the specifications will result in additional charges and may result in a delay in completion of Job(s).
 - i. Fees for Inserts are as set forth in the Order(s), subject to limitations described in Attachment C.
 - ii. If requested by Client, CCS can provide printing services for Inserts. Pricing to be determined on an item by item basis.
 - iii. Client, at its option, may provide inserts to CCS for inclusion in Jobs.
 - iv. Inserts, whether provided through CCS or directly by Client, remain the property of the Client held on consignment by CCS. Inserts must be provided to CCS at least three (3) business days prior to a Job request.
- h. If the Services or data maintained by the Services is accessible through the internet or other networked environment, Client shall maintain, in connection with the operation of the Services, adequate technical and procedural access controls and system security requirements and devices, necessary for data privacy, confidentiality, integrity, authorization, authentication and non-repudiation and virus detection and eradication. To the extent that the Client, its affiliates or employees have access to the Services through the Internet or other networked environment, Client shall maintain agreements with such end-users that adequately protect the confidentiality and intellectual property rights of CCS and disclaim any liability or responsibility of CCS with respect to such end-users.
- i. The Client is solely responsible for the adequacy and accuracy of the Client's data and the instructions, programs and procedures supplied by it. The Client shall provide its own audit controls, operating methods and checkpoints necessary to satisfy the Client's requirements with respect to detection of machine errors, security and adequacy of the data provided by the Client to CCS and necessary to enable recommencement and recovery in the event of any malfunction. CCS shall rely on the accuracy of all data and information provided to it by Client.

- j. The Client shall maintain adequate back-up material that will enable the regeneration of Client data, computer files, printer output and other data in the event of loss, damage or destruction of such data. Accordingly, Client shall produce and keep copies of the source documents of the information delivered to CCS and shall maintain a backup procedure for reconstruction of lost or altered Client computerized files and records to the extent deemed necessary by Client.
- k. CCS shall use commercially reasonable measures to prevent the loss, damage or destruction of the Client's data. If Client's data is lost, damaged or destroyed after its transmission to CCS, CCS shall notify the Client forthwith and the Client shall retransmit the data to CCS for processing. Both CCS and Client agree to co-operate reasonably to remedy any such loss, damage or destruction and to enable the processing of the Client's data by CCS as quickly as reasonably possible.

10. CCS Obligations

- a. CCS shall assign a customer service representative to facilitate design, implementation and ongoing execution of its obligations under this Agreement. CCS shall promptly notify Client of any changes in the assigned customer service representative. While there will be a specific customer service representative assigned to Client, all members of CCS customer service team are available to assist Client.
- b. CCS will complete form and data design required before Services can commence. CCS will provide assistance to Client in working with any of Client's third parties to the fullest extent practical.
- c. CCS shall print all forms and envelopes on a high quality laser printer using format, fonts, color, special messages and variable data as prescribed by Client in the Order.
- d. CCS will provide materials, including paper, mailing envelopes, business return envelopes, and inks as required by the Order ("Mailing Materials"). All materials will be CCS standard high quality materials (bright white, 24# paper) unless custom Mailing Materials are prescribed in the Order.
- e. CCS normally completes and delivers Jobs for mailing within one (1) business day of approval of the Job by Client, but the requirement for completion will be defined as the service level for each application in the Order ("SLA"). CCS will make every effort to complete each Job within the Order's SLA, but actual completion could vary due to Inserts outside of minimum specifications, a high number of special handling pieces, etc. CCS will make every effort to communicate issues that could delay completion of Jobs within their SLA. CCS does not warrant nor guarantee delivery time or performance of the United States Postal Service.
- f. CCS agrees to reprocess any work-product containing erroneous results due to a malfunction of CCS's equipment or operating system or error on the part of CCS's operators, on the condition that the Client notifies CCS of the erroneous results within sixty (60) days of the completion of the work-product in question. The Client shall implement data security procedures and checkpoints necessary to avoid excessive rerun times to restore a file to its required status.
- g. If the Services are partially or wholly interrupted owing to a malfunction in CCS's equipment, operating system or the telecommunication channels, the party detecting the interruption shall forthwith notify the other party orally, and CCS shall forthwith remedy the malfunction, with the assistance, if necessary, of the Client's suppliers of maintenance services for the remote terminal equipment or the telecommunications channels.
- h. After execution of an Order, CCS shall provide Client with a questionnaire regarding Client's requirements for implementation of Services. Client shall promptly complete and return such questionnaire to CCS. Following return of the questionnaire, Client and CCS shall schedule an on-site meeting to review Client's requirements. Client and CCS shall work together to develop a mutually-agreed implementation plan based upon the results of the questionnaire and the meeting. Upon approval of the implementation plan by Client, CCS shall commence the implementation work set forth in the implementation plan.
- i. CCS shall provide basic training in the use of CCS Software and processing procedures for a reasonable number of Client's training personnel. Client's training personnel shall be responsible for training Client employees in use of CCS Software and in processing procedures.
- j. Beginning on the Implementation Date, CCS shall provide the following combined ongoing support services to Client:
 - i. CCS shall provide to Client, during CCS' normal business hours (8 a.m. to 5 p.m. ET, Monday through Friday, excluding U.S. market holidays), telephone assistance regarding Client's proper and authorized use of the Services.
 - ii. CCS shall provide to Client, during CCS' aforementioned normal business hours, commercially reasonable efforts in solving User problems that arise in connection with Client's proper and authorized use of the CCS Software and in correcting failures of the CCS Software to perform substantially in accordance with the CCS Software documentation. Client shall provide reasonable assistance to CCS in order to assist CCS in its efforts to diagnose and correct the problem or failure.
- k. From time to time, at its sole discretion, CCS may make or incorporate modifications, revisions, refinements, improvements, enhancements, or updates to the CCS Software. Client hereby accepts all such modifications, revisions, refinements, improvements, enhancements, and updates ("Updates"). All Updates shall be furnished by means of direct incorporation into the

CCS Software and shall be accompanied by updates to the CCS Software documentation whenever CCS determines, in its sole discretion, that such updates are necessary. Upon being made or incorporated, updates shall be deemed a part of the CCS Software.

- l. CCS shall take all reasonable steps to ensure that access to Client's computerized files and records are available only to CCS, Client and Client's users. CCS reserves the right, at its own expense, to issue and change procedures from time-to-time to improve or protect file security.
- m. Should any amount due to CCS from Client become past due greater than thirty (30) days from invoice due date, CCS shall have the right to suspend performance of Services until the past due amount is paid or CCS exercises its rights under Section 14 herein.

11. Privacy of Client Data

- a. CCS's Privacy Policy, attached hereto as Attachment E, applies to all data received by CCS from Client pursuant to this Agreement. Except as provided herein, CCS will comply with all applicable laws relating to personal, confidential and/or financial information and will not share any such information with any other companies, the government or any third party without the express written consent of the owner of the information, unless required to do so by law or court order. CCS shall not sell information it receives from Client or Client's clients to any party.

12. Additional Services

- a. During the term of this Agreement, Client may request optional Services set forth in the Order.
- b. Client may request that CCS, subject to the availability of CCS personnel, provide to Client additional consulting services, custom programming, support services relating to custom programming, assistance with data transfers, and other specialized support services with respect to the Services. These services will be provided by CCS at Client location(s) if and when CCS and Client agree that on-site services are necessary.
- c. Prices and rates for additional services will be as provided in the Order, but are subject to change by CCS without prior notice to Client, except when such additional services are requested.

12. Grant of License

- d. CCS shall grant to Client a non-exclusive, nontransferable, and non-assignable license to use CCS Software described in the Order.
- e. CCS warrants that the CCS Software will conform to its then current published specifications. CCS does not warrant (i) that CCS Software will meet Client's requirements or that operation of the Software will be uninterrupted or error-free or (ii) that any Professional Services rendered hereunder will result in improvements in Client's software or in the solution to any problems Client may encounter in the use of Equipment or Software.
- f. The remedy of Client, in the event the CCS software does not conform as specified shall be, at CCS' option, (i) use of all reasonable efforts to correct or replace the non-conforming portion within a reasonable period of time after receiving written notice from Client, or (ii) cessation of the all remaining license fees payable by Client.
- g. Client is prohibited from developing, manufacturing, adding to or otherwise creating any software which incorporates, in whole or in part, CCS Software. Modification of CCS Software by Client is prohibited.
- h. CCS warrants that it has the right to license the CCS Software according to the terms of this Agreement and that to the best of CCS' knowledge the CCS Software does not infringe on any copyright, patent or trade secret. CCS shall defend and indemnify Client from and against any third party claim that the CCS Software infringes a third party's patent, copyright or other intellectual property right; provided that Client promptly notifies CCS in writing of the claim and Client fully cooperates with CCS and CCS has sole control of the defense and all related settlement negotiations.
- i. Except as expressly provided in this License, Client licenses all Software and receives all support services on an "AS IS" basis. THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

13. Confidentiality

- a. Client and CCS acknowledge that each will receive information, manuals and software from the other. Client and CCS will consider all such information secret, proprietary and confidential (herein "Confidential Information"). Client and CCS will keep confidential and

not disclose Confidential Information to any person and will take measures within its organization to protect the secrecy of such Confidential Information

- b. Client agrees not to decompile, reverse engineer or reverse assemble Confidential Information. Materials such as manuals or user guides may be copied by the Client only for use pursuant to Client's responsibilities under this Agreement.
- c. The parties agree to restrict circulation of all Confidential Information within their own organization to the extent necessary to perform its obligations, and in no case will any disclosure be made to any third party, unless such disclosure is requested or required in any judicial or administrative proceeding or otherwise required by law.
- d. Should Client or CCS be required to disclose Confidential Information due to judicial, administrative or other legal proceeding, they shall immediately notify the other and cooperate fully in any and all efforts to overturn the required disclosure.
- e. Confidential Information shall not include information known to a party prior to disclosure hereunder; or becomes publicly known through no wrongful act of the other party; or which is disclosed to the other party by a third party without any breach of obligations of confidentiality.
- f. CCS will comply with HIPAA Privacy Regulations as may be required by the Client.
- g. All media releases, public announcements, and public disclosures by either party relating to this Agreement or the subject matter of this Agreement, including promotional or marketing material (both internal or external), but not including announcements intended solely for internal distribution or to meet legal or regulatory requirements, must be approved in writing by the other party prior to release except that CCS may, without prior approval of Client: (i) include Client's name on any list of CCS customers (including any list compiled and distributed by CCS' parent company) and distribute such list to prospective customers in confidence; (ii) issue a press release after Client commences using the Services in production, stating that Client is a customer of CCS Services; and (iii) use Client's name and excerpts of information contained in such press release in other CCS or its parent company Web sites, publications, presentations, and investor relations and trade press communications and interviews.

14. Early Termination

- a. Client may terminate this Agreement "For Cause" if:
 - i. CCS breaches any of its material obligations under this Agreement and, provided the breach is susceptible to cure, does not cure the breach within thirty (30) days of written notification by Client.
 - ii. CCS dissolves or liquidates or otherwise discontinues all or a significant part of its business operations.
- b. Client has no additional ongoing obligations in the event it terminates the Agreement For Cause. However, Client remains obligated to pay all amounts outstanding for services already provided.
- c. Client may terminate this Agreement "Without Cause" as follows:
 - i. Client must provide CCS ninety (90) days written notice.
 - ii. Client remains obligated to pay all amounts outstanding for services already provided.
 - iii. Amounts due shall be paid within thirty (30) days of such termination Without Cause.
- d. CCS may terminate this Agreement "For Cause" as follows:
 - i. Client fails to pay to CCS, within ten (10) days after CCS makes written demand thereof, any past-due amount payable under this Agreement including interest thereon that is not subject to a Good Faith Dispute (as defined in Attachment A).
 - ii. Client breaches any of its other obligations under this Agreement and, provided the breach is susceptible to cure, does not cure the breach within thirty (30) days of written notification by CCS.
 - iii. Client dissolves or liquidates or otherwise discontinues all or a significant part of its business operations.
- e. On the occurrence of any event which would permit CCS to terminate this Agreement pursuant to this section, in addition to all other rights and remedies available at law or in equity, CCS may, without terminating this Agreement, and in its sole discretion and without further notice to Client, suspend performance of any or all of its Services under this Agreement, until and unless CCS determines, in its sole discretion and upon whatever conditions CCS chooses to impose on Client, to resume performance of some or all of the suspended Services.
- f. Upon termination of this Agreement, Client will immediately discontinue use of and return to CCS all Confidential Information, CCS Software and other copies of any proprietary CCS information then in Client's possession. Within thirty (30) days after termination of this Agreement, Client will give notice to CCS containing reasonable instructions regarding the disposition of tapes, data, files and other property belonging to Client and then in CCS' possession. CCS will comply with that notice, except that CCS may retain all such property until CCS receives all payments due to CCS under this Agreement. If Client fails to give that notice within 30 days after termination of this Agreement, then CCS may dispose of such property as it sees fit.

15. Notices

- a. Notices, requests or other communications required hereunder to be sent to the other party shall be (a) by United States first class mail, postage prepaid, and addressed to the other party or (b) by personal delivery, or (c) by commercial overnight delivery service or (d) by facsimile or (e) by electronic mail at the address, email or facsimile number set forth hereunder (or to such address, email or facsimile number as such party shall have designated by proper notice). Both parties consent to service of process by certified mail at its address above (or to such other address as such party shall have designated by proper notice) in connection with any legal action.

If to Client: City of Moline
Name Gregory Swanson
Title Utilities General Manager
Address 30-18 Street
Moline, IL 61265
Email gswanson@moline.il.us
Phone (309) 524 - 2301
Facsimile (309) 524 - 2314

If to CCS
Name Kelly Choate
Title President
Address Cash Cycle Solutions, Inc.
201 South Tryon Street, Suite 800
Charlotte, NC 28202
Email: kchoate@totalccs.com
Facsimile (704) 697-0676

16. Assignment by CCS

- a. CCS may assign any or all of its rights, obligations and interest hereunder. This assignment must first meet the approval of the Client which would not be unreasonable withheld. Upon any such assignment, such assignee (herein "Assignee") shall have and be entitled to any and all rights and remedies of CCS under the Agreement. Client shall have all the same rights and remedies against Assignee that it had against CCS.
- b. UPON NOTICE OF SUCH ASSIGNMENT CUSTOMER AGREES TO PAY DIRECTLY TO ASSIGNEE WITHOUT ABATEMENT, DEDUCTION OR SETOFF ALL AMOUNTS WHICH BECOME DUE UNDER THE AGREEMENT AND FURTHER AGREES THAT IT WILL NOT ASSERT AGAINST ASSIGNEE ANY DEFENSE, COUNTERCLAIM OR SETOFF FOR ANY REASON WHATSOEVER IN ANY ACTION FOR PAYMENT OR POSSESSION BROUGHT BY ASSIGNEE.

17. Entire Agreement

- a. This Agreement and its referenced attachments represent the entire agreement. Only the additional documents listed in Attachment D are incorporated into this Agreement through reference.
- b. The terms of this Agreement shall prevail in the event of conflict with any and all other documents or correspondence between CCS and the Client, including conflicts with documents listed in Attachment D.
- c. This Agreement may be modified only by written addendum referencing this Agreement and executed by CCS and Client.
- d. Client may adjust services required (more/less) during contract term via Amendment approved by both parties. In the event of such Amendments, all other non-amended provisions of this Agreement remain in effect.

18. Miscellaneous

- a. No amendment to or waiver of any provision of the Agreement shall be effective unless in writing signed by CCS and Client.
- b. Delay, failure or partial exercise of any right, remedy or power under the Agreement by either party shall not operate as a waiver of such rights, remedy or power or preclude the exercise of any other right, remedy or power under the Agreement.

- c. Any provision of the Agreement which is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provisions of the Agreement.
- d. In the event that legal or other action is required to enforce either party's rights under the Agreement, the prevailing party shall be reimbursed on demand for its reasonable attorneys' fees and its other related costs and expenses.
- e. UNDER NO CIRCUMSTANCES SHALL CASH CYCLE SOLUTIONS BE LIABLE TO CUSTOMER OR ANY OTHER PERSON FOR LOST REVENUES, LOST PROFITS, LOSS OF BUSINESS. UNDER NO CIRCUMSTANCES SHALL CASH CYCLE SOLUTIONS BE LIABLE FOR THE TRUTH, ACCURACY, TIMELINESS, SEQUENCE OR COMPLETENESS OF ANY CUSTOMER DATA PROVIDED BY CUSTOMER OR PROCESSED BY CASH CYCLE SOLUTIONS, OR FOR ERRORS, MISTAKES OR OMISSIONS THEREIN.
- f. Force Majeure. Neither party shall be liable for, nor shall either party be considered in breach of this Agreement due to, any failure to perform its obligations under this Agreement (other than its payment obligations) as a result of a cause beyond its control, including any act of God or a public enemy, act of any military, civil or regulatory authority, change in any law or regulation, fire, flood, earthquake, storm or other like event, disruption or outage of communications, power or other utility, labor problem, unavailability of supplies, or any other cause, whether similar or dissimilar to any of the foregoing, which could not have been prevented by the non-performing party with reasonable care.
- g. The captions in the Agreement are for convenience only and shall not define or limit any of the terms hereof.
- h. THE AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS WITHOUT GIVING EFFECT TO THE PRINCIPLES OF CONFLICT OF LAWS THEREOF.

Attachment A Definitions

<u>Term</u>	<u>Definition</u>
a. Additional Order	Additional orders for services as defined in paragraph 2.b.
i. Agreement	This Agreement, as may be amended and all incorporated Orders.
j. Confidential Information	Information, manuals and software Client and/or CCS receives from the other will be considered secret, proprietary and confidential.
k. CPI	“Consumer Price Index - All Urban Consumers (Current Series), U.S. City Average, All Items” published by the United States Department of Labor, Bureau of Labor Statistics (http://www.bls.gov/cpi/data.htm)
l. Good Faith Dispute	A good faith dispute by Client of certain amounts invoiced under this Agreement will be deemed to exist only if (i) Client has given written notice of the dispute to CCS promptly after receiving the invoice and (ii) the notice explains Client's position in reasonable detail. A Good Faith Dispute will not exist as to an invoice in its entirety merely because certain amounts on the invoice have been disputed; amounts not subject to good faith dispute must be paid pursuant to normal terms.
m. Implementation	The initial service phase(s) of an Order, including form design, data design and digital services set-up, required to be completed before ongoing Job Services can begin.
n. Initial Order	Initial order for services as defined in paragraph 2.a.
o. Inserts	Items to be inserted into and mailed with mail piece such as flyers and stuffers.
p. Job	Each execution of the ongoing Services of an Order. Ongoing Services typically include print and mail, fulfillment, electronic bill presentment and payment and document archival and retrieval.
q. Job Detail Report	A report listing pertinent information about Jobs processed for Client during a stated period of time, usually a month.
r. Mailing Materials	Materials used in the fulfillment of Mailing Services. Mailing materials include paper and pre-printed forms, mailing envelopes, return envelopes, inks and other materials purchased by CCS. Mailing Materials as used in this Agreement excludes Inserts and other similar materials paid for by the Client and provided to CCS as consigned inventory.
s. Mailing Services	Services in an order which involve the mailing of documents. Mailing services may include printing of documents by CCS or it may be mailing of documents prepared by the Client.
t. Order or Orders	Service order(s) as defined in paragraph 2.a.
u. Postage	Amounts paid to the United State Postal Service for the delivery of mail pieces.
v. Postage Deposit	Advance payment by Client of estimated postage as defined in Section 7.a.
w. PPI	“Producer Price Index for Commodities - Paper - WPU0913” published by the United States Department of Labor, Bureau of Labor Statistics (http://www.bls.gov/ppi)
x. Seasonal Jobs	Orders for services to be performed over a period of not more than 30 days during a 6 month period.
y. Services	As defined in paragraph 2.
z. SLA	Service level agreement as to time limits for completion and mailing of Jobs.
aa. Statement Processing	The statement processing component of Mailing Services, as delineated
bb. Superseding Order	Service order that amends an existing order as described in paragraph 2.c.
cc. CCS Software	Software owned or licensed from a third-party by CCS which is provided to or made available via the internet portal to the Client.

Attachment B Invoicing for Fees and Expenses

1. CCS will invoice fees for Implementation in two parts:
 - 50% upon the execution of the Order, and
 - 50% upon completion of each Implementation element of the Order.
2. Unless otherwise set out in the Order, CCS will invoice fees for Jobs, Postage and expenses by the 3rd business day of the month for the previous month's Services.
3. Amounts due for all Orders under this Agreement will be included on a single invoice but on separate lines, unless separate billing is specified on the Order.
4. If requested by the Client, CCS will include a Job Detail Report with each invoice. This Job Detail Report will list every job processed in the billing period and include the Order description, TMM number, date mailed, number of packets processed, and number of special handlings, service fee and postage. The actual layout and content of the Job Detail Report may be modified by CCS at any time without prior notification to the Client.
5. Specialized reports may be provided, if requested by the Client, but will be subject to a mutually agreed to administrative cost recovery fee.
6. All invoices are due net thirty (30) days. Client agrees to pay a service charge of 1.5% per month for all invoices not paid within 30 days of the invoice date.
7. Client will send all payments provided for herein to CCS' Remit To Address:
 - Cash Cycle Solutions, Inc.
 - 201 S. Tryon Street. #800
 - Charlotte, NC 28202

Attachment C Insert Minimum Specifications

Inserts must meet the following design and production specifications.

- Range of 6" – 8.5" in width.
- Range of 3.5" – 3.67" in height after folding.
- Single sheet, bi-fold, tri-fold or quad-fold (typically for 7", 11" and 14" paper, respectively) is acceptable.
- An insert with folds must be "C" folded, only. No "Z" folds.
- Minimum 24# paper for single and bi-fold; minimum 20# paper for tri and quad-fold.
- Maximum 64# paper for single sheet.

Inserts that are outside these minimum specifications must be approved by CCS in advance, and may incur additional insertion fees and may delay completion within prescribed SLAs.

Attachment D
Documents Incorporated Into This Agreement Through Reference

-None-

Attachment E
CCS Privacy Policy

At **Cash Cycle Solutions, Inc.** (“CCS”, “we”, “our” or “us”), we are committed to protecting the privacy and the confidentiality of personal information of our clients and our client’s customers (collectively, “Clients”) and our employees (“Employees”). In order to comply with applicable privacy legislation and to instill confidence in our Clients and Employees that the personal information they entrust to us is safe, we have developed this Privacy Policy. We want our Clients and Employees to know why we ask for their personal information, how we use it, what safeguards we employ and how to contact us with privacy-related questions.

In this **Privacy Policy**, “Personal Information” means information that specifically identifies a Client or Employee as an individual and is provided to or collected by CCS. The type of personal information CCS collects, uses and discloses may include a Client’s or Employee’s name, age, gender, residential mailing address, residential phone numbers or email addresses, financial, credit and banking information, social insurance number (and other identification numbers), employment experience (past and present) and records, health information and tax records. Personal Information does not, however, include a Client’s or Employee’s business title, business address or business telephone number in such individual’s capacity as an employee of an organization or enterprise.

In this Privacy Policy, “Personal Health Information” includes information concerning an Employee’s physical or mental health collected or generated in the course of CCS providing an Employee with health services or benefits. In the case of Employees, Personal Information will also include Personal Health Information and all applicable information contained in the Employee’s personnel file.

Identifying the Purposes and Use of Personal Information

Before collecting any Personal Information, CCS will identify why the Personal Information is required and how it will be used. This Personal Information is documented and kept on file at CCS’s offices at **INSERT LOCATION** CCS will obtain the Client’s or Employee’s consent before using or disclosing Personal Information for purposes other than the original reasons given.

CCS collects and uses Client’s Personal Information for the following purposes:

- Producing invoices, statements and other communications, whether in physical or electronic format, for delivery to our Client’s customers.
- Administration, recording and using Personal Information relevant to the relationship between the Client and CCS;
- Protecting against fraud and error;
- Communicating with a Client generally;
- Communicating Personal Information to an agent, intermediary or other third party as might be directed by a Client from time to time;
- Complying with all applicable laws; and
- Such other specific purposes which are communicated to a Client by CCS and its representatives before collection of the Personal Information.

CCS collects and uses an Employee’s Personal Information for the following purposes:

- Decision-making regarding an Employee’s hiring, duties, transfer, training, discipline, promotion and retention;
- Recording and determining an Employee’s eligibility for participation in various CCS benefit plans, including health and dental benefits;
- Compliance with all municipal, provincial, federal and other applicable laws regarding an Employee;
- Recording and maintaining an Employee’s attendance record, service award and bonuses record, performance evaluations, performance improvement plans, remuneration details, or maintaining any other necessary information for establishing, managing or terminating the employment relationship (including its related benefits), as well as the determination of the applicable income and benefits; and
- Such other specific purposes which are communicated to the Employee by CCS and its representatives before collection of the Personal Information.

We may use, share and disclose a Client's or Employee's Personal Information to our affiliates, associates, agents, suppliers and such other third parties as CCS, acting reasonably, may deem necessary for the fulfillment of the purposes noted above or where otherwise permitted by law. In the event that CCS or substantially all of its assets are acquired by a third party, a Client's and Employee's Personal Information may be one of the assets transferred to such third party and CCS may reasonably disclose such Personal Information to a prospective third party purchaser.

Consent

Except in certain extraordinary circumstances, CCS does not collect, use or disclose a Client's or Employee's Personal Information without their knowledge and consent. Such extraordinary circumstances may include, without limitation, when legal, medical or security reasons make it impossible or impractical to obtain consent.

The Client's and Employee's consent will be before Personal Information is used other than for the purposes described in the preceding section. A Client or Employee may withdraw their consent at any time, subject to any legal or contractual restrictions and on the provision of reasonable notice to CCS. If a Client or Employee chooses to withdraw his or her consent, he or she is required to do so in writing to the Chief Compliance Officer. Any implications to withdrawing consent will be explained to the Client or Employee at the time written notice of such withdrawal is received by CCS. Such implications may include, but are not limited to, a breakdown, interruption or cessation of CCS's relationship with the Client or Employee.

By becoming an employee of CCS, Employees have consented to the disclosure of their Personal Information to a third party in the circumstances, or for the purposes, set out in this Privacy Policy.

Limiting collection

CCS limits the collection of a Client's or Employee's Personal Information to that which is necessary for the purposes identified in this Privacy Policy, or for any additional purpose identified to the Client or Employee before collection of the Personal Information.

Limiting use, disclosure and retention

Personal Information is not used or disclosed for purposes other than those for which it was originally collected, except with the consent of the Client or Employee. Personal Information is only retained as long as may be necessary for the fulfillment of these purposes, or to meet government requirements, whichever is longer, following which it is destroyed, erased, or rendered anonymous.

Accuracy

CCS strives to ensure that Client's or Employee's Personal Information is as accurate, complete and up to date as necessary for the purposes for which it is used. Information is updated only when necessary to fulfill specified purposes. Employees are required to notify CCS of a change of Personal Information as soon as possible for payroll and tax purposes.

Safeguards

CCS has security safeguards in place designed to protect against loss, theft, unauthorized access, disclosure, copying, use or modification of Personal Information under the care of CCS. The nature of the safeguards depends on the sensitivity, format, location and storage of the Personal Information. These security measures may from time to time include locked cabinets, computer passwords, software firewalls to stop hackers, encryption software, restricting access to Personal Information to only those employees or representatives who have a need to know and, if deemed necessary by CCS in its sole discretion, confidentiality covenants from third parties to whom Personal Information has been disclosed.

E-mail is not a 100% secure medium, and Clients and Employees should be aware of this when contacting us to send Personal Information.

Accountability and Openness

CCS is responsible for the Personal Information under its control and has appointed a Chief Compliance Officer to ensure that we comply with all applicable privacy legislation and the terms of this Privacy Policy. All employees involved in maintaining or collecting Personal Information are trained via this Privacy Policy. Personal Information provided to third party service providers with whom CCS

has a contractual agreement will have levels of protection comparable to the internal protection of Personal Information maintained at CCS.

The Chief Compliance Officer addresses and investigates questions or concerns regarding Client's or Employee's Personal Information. The Chief Compliance Officer may be reached by mail at:chris

Chief Compliance Officer
Cash Cycle Solutions, Inc.
201 South Tryon Street, Suite 800
Charlotte, NC 28202

Copies of this Privacy Policy and any future updates or amendments hereto are available at www.TotalCCS.com and upon request from CCS.

Individual access

Upon written request of a Client or Employee, CCS will provide such Client or Employee with access to his or her Personal Information. CCS will correct or amend any inaccuracies in the Client's or Employee's Personal Information, and such amended information will be forwarded to any third parties who require access to the information. CCS has the right to refuse a request for access to Personal Information:

- If the information is protected by legal privilege;
- If granting access would reveal confidential commercial or financial information;
- If doing so would reasonably be expected to threaten the life or security of another individual;
- If the information was collected for purposes related to the detection and prevention of fraud;
- If the information was generated in the course of a formal dispute resolution process;
- If the information would likely reveal Personal Information about another Client or Employee, as the case may be;
- If the request is vexatious or frivolous; or
- To protect CCS's rights and property.

If the request of a Client or Employee for such individual's Personal Information is denied, the individual will be informed in writing of the reasons for the denial, as well as any recourse available to such individual.

Access to Client's or Employee's Personal Information will be at no cost to such Client or Employee. Minimal charges may apply, however, for the transcription, reproduction or transmission of documents containing Personal Information.

Challenging compliance

If a complaint ("Complaint") regarding CCS's handling of Personal Information is received, an individual (the "Investigator") with the skills necessary to conduct an investigation fairly and impartially will be assigned. The Investigator will have access to all relevant records and will be permitted to speak with the Employee(s) who handled the Personal Information access request. The complainant will receive notification of the outcome of the investigation clearly and promptly. Any inaccurate Personal Information or policy/procedure changes will be modified, if necessary, based on the outcome of the Complaint.

Currency of this Privacy Policy

CCS reserves the right to change this Privacy Policy at any time and from time to time. Any changes or additions to section I of this Privacy Policy regarding those situations where CCS will collect, use or disclose Personal Information will not apply to a Client or Employee without the prior consent of such Client or Employee. All Clients and Employees are encouraged to contact CCS to determine if any updates have been made to this Privacy Policy.

Attachment F

Orders and Pricing

Pricing Chart for City of Moline:

Print & Mail Service:

Initial Set up and design	No Charge
Future Programming (if required) after Initial Set-up	\$ 90.00/hour
Utility Bill and Termination Notices*:	\$ 0.052 each
*Includes: One Sheet 8 1/2" x 11" Plain Perforated 24 #white paper, Laser Printed in Black plus one Highlight Color of Blue, Green or Red. This is all inclusive (not including postage or envelopes) Processing, CASS Certifying, Printing, Folding, Inserting Bill plus return envelope, Postal Automation Sort, and Delivery to the USPS.	
# 10 Double Window or Single Window Envelope w/City Logo & Return Address in PMS 300 Blue	\$ 0.018 each
# 9 Single Window or No Window Return Envelope w/City address in black	\$ 0.010 each
10" x 13" Window Envelopes	\$ 0.250 each
Additional Inserts (Customer Supplied)	\$ 0.005 each
PDF Image Transmittal*	\$ 0.010 each
*PDF images of all bills sent back to utility in a searchable format each time we print and mail.	

Council Bill/Resolution No. 1236-2012

Sponsor _____

A RESOLUTION

AUTHORIZING the City Administrator to modify the non-union employee group salary and benefit package to incorporate the changes as set forth on Exhibit "A" attached hereto relating to general wage increases and health insurance premiums.

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

That the City Administrator is hereby authorized to modify the non-union employee group salary and benefit package effective January 1, 2013, to incorporate and implement the changes attached hereto and incorporated herein by this reference thereto as Exhibit "A."

CITY OF MOLINE, ILLINOIS

Mayor Pro-Tem

September 18, 2012
Date

Passed: September 18, 2012

Approved: September 25, 2012

Attest: _____
City Clerk

Approved as to form:

City Attorney

Exhibit A

Non-Union Salary & Benefit Changes

2013 Changes

- G.W.I. of 1.00% effective the first full pay period beginning on or after January 1, 2013.
- Health Premiums:

EFFECTIVE JANUARY 1, 2013

Coverage Type	New Rate City	New Rate Employee/Retiree	New Rate Total 1/1/13
Single - Active	\$428.50	\$107.12	\$535.62
Family - Active	\$1,118.41	\$279.60	\$1,398.01
R <65 >50	\$428.50	\$107.12	\$535.62
R >65	\$0.00	\$279.59	\$279.59
R <50	\$0.00	\$535.62	\$535.62
R <65 >50 & D <65	\$428.50	\$969.51	\$1,398.01
R <50 & D <65	\$0.00	\$1,398.01	\$1,398.01
R <65 >50 & D >65	\$428.50	\$386.73	\$815.23
R >65 & D <65	\$0.00	\$1,141.96	\$1,141.96
R & D >65	\$0.00	\$559.21	\$559.21

Council Bill/Special Ordinance No.: 4040-2012
Sponsor: _____

A SPECIAL ORDINANCE

DECLARING the property at 1622 14th Avenue as surplus; and

AUTHORIZING the Mayor and City Clerk to execute an Agreement for Sale of Real Estate and do all things necessary to convey the City-owned property at 1622 14th Avenue, Moline, to Mark Griffin d/b/a Soar with the Eagles.

WHEREAS, the City acquired the property at 1622 14th Avenue as a result of abandoned building proceedings and anticipated using abatement funds to demolish the home. However, contractors expressed interest in rehabilitating and purchasing this home; and

WHEREAS, the City published a request for proposals for the purchase and rehabilitation of 1622 14th Avenue on August 8, 2012, and Mark Griffin d/b/a Soar with the Eagles (“Soar with the Eagles”) submitted the proposal most advantageous to the City; and

WHEREAS, Soar with the Eagles has offered to purchase 1622 14th Avenue for \$27,500.00 and promises to complete interior and exterior repair and restoration of the building on said property within three (3) months of the date of possession of said property, with possible extension of the completion date as may be agreed to in writing by the parties, but not later than April 1, 2013; and

WHEREAS, Staff recommends accepting this proposal so this project can begin as soon as possible and result in the repair and restoration of a blighted property; and

WHEREAS, this property was in arrears for property taxes in the amount of \$2,343.74. Those property taxes have been deemed null and void by the County Treasurer, and the only property taxes that remain are the property taxes for 2011 currently due and owing in the amount of \$2,022.44. The City will also be responsible for its pro-rated share of the 2012 property taxes payable in 2013; such amount shall not exceed \$1,494.42; and

WHEREAS, Staff recommends paying the 2011 and a portion of the 2012 property taxes from the proceeds received from the sale of the property.

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

Section 1 – That the property located at 1622 14th Avenue is declared as surplus.

Section 2 – That the Mayor and City Clerk are hereby authorized to execute an Agreement for Sale of Real Estate concerning 1622 14th Avenue, Moline, Illinois, with Mark Griffin d/b/a Soar with the Eagles, and do all things necessary to convey said property to Mark Griffin d/b/a Soar with the Eagles, in return for payment of \$27,500.00, plus a right of reverter requiring Soar with the Eagles to complete interior and exterior renovations of said property within three (3) months of the date of possession of said property, with possible extension of the completion date as may be agreed to in writing by the parties, but in no event shall the completion date be extended beyond April 1, 2013, or the property would revert to the City; provided, however, that said agreement is substantially similar in form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit “A” and has been approved as to form by the City Attorney.

Section 3 – That this ordinance shall be a temporary variance from any other ordinance with which it may conflict and shall not constitute a repeal of any such ordinance.

Section 4 – That this ordinance shall be in full force and effect from and after passage, approval, and if required by law, publication in the manner provided for by law.

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: September 18, 2012

Approved: September 25, 2012

Attest: _____
City Clerk

Approved as to Form:

City Attorney

AGREEMENT FOR SALE OF REAL ESTATE

CITY OF MOLINE, ILLINOIS,
A MUNICIPAL CORPORATION
SELLER

MARK GRIFFIN d/b/a
SOAR WITH THE EAGLES
PURCHASER

Address: 619 16th Street
Moline, IL 61265

Address: 245 53rd Street
Moline, IL 61265

Telephone: (309) 524-2012

Telephone: (309) 292-0271

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 1622 14th Avenue, Moline, Illinois (Parcel Number 08-3872), consisting of 8,400 square feet, more or less, legally described as:

LOT NUMBER ONE (1) IN BLOCK NUMBER ONE (1) IN JOHN HILT'S
ADDITION TO THE TOWN, NOW CITY OF MOLINE, SITUATED IN THE
COUNTY OF ROCK ISLAND AND STATE OF ILLINOIS.

Hereinafter referred to as the "Property," for the total sum of TWENTY-SEVEN THOUSAND, FIVE HUNDRED and No/100 DOLLARS (\$27,500.00) plus a right of reverter requiring Purchaser to complete interior and exterior renovations of 1622 14th Avenue. **The deadline to complete all renovations is January 2, 2013.** Seller may in its sole discretion agree to extend the date of completion. Any extension shall be by a written amendment signed by both parties. In no event shall the completion date be extended beyond April 1, 2013, or the Property will automatically revert to the City; and adjusted for the special restrictions and covenants as set forth in the sections related to special restrictions and covenants herein, and payable in cash or other immediately available funds, at Closing, as defined herein. Purchaser understands that Seller's City Council must approve this Agreement before it becomes effective. Therefore, the Purchaser agrees that Purchaser's offer to buy hereunder shall be irrevocable until October 1, 2012, to allow Seller's City Council to consider and approve this Agreement at its September 25, 2012 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 Twenty-Seven Thousand, Five Hundred and No/100 Dollars (\$27,500.00). All 2011 taxes due and payable in 2012 shall be borne by Seller. Of the 2012 taxes payable in 2013, the Seller shall pay its pro-rated share of the tax for the time period from January 1, 2012, to the date of Closing, which amount shall not exceed \$1,494.42. The City shall issue a check to Purchaser upon receiving a copy of said 2012 tax bill. 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:

Cut down trees around house and garage; replace roof and sheathing with new arch, shingles; fix or replace all roof framing members that are damaged; new soffits and fascia on house and garage; new energy double hung windows on house; new entrance doors on house and garage; new vinyl siding on house and garage; new small deck and stairs off back of house; fix front steps and slab on front of house; gut whole interior of house and garage; dry out interior and get rid of mold (per Paragraph 2 of the Proposal Specifications); repair any floor joist and sub floor that is damaged; bring electrical up to Code; reinsulate walls and ceilings; rerock all interior walls and ceilings and put a knock down finish; repaint all interior; new kitchen cabinets and countertop; new ceramic floor in kitchen and bathroom; new fixtures in kitchen and baths; recarpet all bedrooms; install floating floor in living room and hall; new water heater; new furnace and air (90 plus); frame up stair well going down to basement with rock and finish; clean up whole basement.

The deadline to complete all renovations is January 2, 2013. Seller may in its sole discretion agree to extend the date of completion. Any extension shall be by a written amendment signed by both parties. In no event shall the completion date be extended beyond April 1, 2013.

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 January 2, 2013, or in no event beyond April 1, 2013, the right of reverter shall cease.

POSSESSION AND CLOSING

- (a) The Closing of this transaction shall be held on or about October 1, 2012 (“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;
- (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 insurance, including fire and other extended coverage, on improvements 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; provided, however, that should monies paid as a result of said damage exceed any monies due hereunder, then such excess amount shall be retained by Purchaser.

EXPENSES OF TRANSFER

PURCHASER shall pay:

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

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

ENTIRE AGREEMENT

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

LEGAL ASSISTANCE

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

ACCEPTANCE BY SELLER

Until accepted by Seller, this document constitutes an irrevocable offer to buy by Purchaser on the terms stated above. This Agreement must be accepted by Seller on or before October 1, 2012, and Purchaser's offer to buy herein shall be irrevocable to and including October 1, 2012, 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 September 25, 2012, 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:

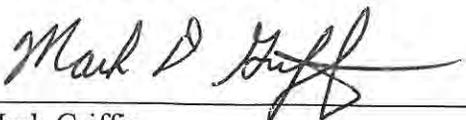
CITY OF MOLINE, ILLINOIS,
A MUNICIPAL CORPORATION

By: _____
Donald P. Welvaert, Mayor

Date: _____

Executed by PURCHASER:

MARK GRIFFIN d/b/a
SOAR WITH THE EAGLES

By:  _____
Mark Griffin

Date: 9-08-12

ATTEST:

By: _____
Tracy A. Koranda, City Clerk

Date: _____

FOR INFORMATION ONLY:

Seller's Attorney:

Amy L. Keys

(309) 524-2012

Council Bill/Resolution No.: 4041-2012

Sponsor: _____

A SPECIAL ORDINANCE

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

AUTHORIZING the use of public right-of-way in conjunction with the Moline Enterprise Live-Work Lofts Grand Opening scheduled for Wednesday, September 26, 2012.

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

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

Wednesday, September 26, 2012, 12:00 p.m. to 6:00 p.m.

19th Street from the northernmost side of River Drive to the southernmost side of 2nd Avenue

It shall be an offense to use said roadways for vehicular purposes during times herein specified.

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

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

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____
City Clerk

Approved as to form:

City Attorney

City of Moline

August 2012
Financial Report

CITY OF MOLINE
SUMMARY OF REVENUE AND EXPENDITURES
AS OF 08/31/12

	BUDGET	YTD ACTUAL	VARIANCE
GENERAL FUND			
Revenues	\$40,477,720	\$26,897,485	\$13,580,235
Expenditures	\$40,477,720	\$24,763,458	\$15,714,262
Difference	\$0	\$2,134,027	
GENERAL TRUST FUND			
Revenues	\$400,000	\$310,207	\$89,793
Expenditures	\$400,000	\$135,806	\$264,194
Difference	\$0	\$174,401	
SMALL RENTAL PROPERTY			
Revenues	\$168,025	\$237,375	(\$69,350)
Expenditures	\$168,025	\$147,982	\$20,043
Difference	\$0	\$89,393	
SFOOR GRANT			
Revenues	\$136,060	\$196,383	(\$60,323)
Expenditures	\$136,060	\$143,921	(\$7,861)
Difference	\$0	\$52,462	
TOURISM FUND			
Revenues	\$1,007,660	\$554,981	\$452,679
Expenditures	\$1,007,660	\$303,137	\$704,523
Difference	\$0	\$251,843	
2009 LEAD HAZARD GRANT			
Revenues	\$200,375	\$583,645	(\$383,270)
Expenditures	\$200,375	\$209,184	(\$8,809)
Difference	\$0	\$374,460	
NSP2 GRANT			
Revenues	\$1,264,000	\$2,328,621	(\$1,064,621)
Expenditures	\$1,264,000	\$336,912	\$927,088
Difference	\$0	\$1,991,710	
LIBRARY FUND			
Revenues	\$2,991,090	\$1,723,009	\$1,268,081
Expenditures	\$2,991,090	\$1,853,484	\$1,137,606
Difference	\$0	(\$130,475)	
PARK FUND			
Revenues	\$4,005,665	\$2,520,492	\$1,485,173
Expenditures	\$4,005,665	\$2,177,035	\$1,828,630
Difference	\$0	\$343,457	
MOTOR FUEL TAX FUND			
Revenues	\$3,520,270	\$901,163	\$2,619,107
Expenditures	\$3,520,270	\$1,040,673	\$2,479,597
Difference	\$0	(\$139,510)	

	BUDGET	YTD ACTUAL	VARIANCE
COMMUNITY DEVELOPMENT			
Revenues	\$773,245	\$265,379	\$507,866
Expenditures	\$773,245	\$625,122	\$148,123
Difference	\$0	(\$359,743)	
REVOLVING LOAN FUND			
Revenues	\$192,000	\$82,324	\$109,676
Expenditures	\$192,000	\$0	\$192,000
Difference	\$0	\$82,324	
TAX INCREMENTAL FINANCING #1			
Revenues	\$4,379,690	\$3,236,224	\$1,143,466
Expenditures	\$4,379,690	\$798,923	\$3,580,767
Difference	\$0	\$2,437,300	
TAX INCREMENTAL FINANCING #2			
Revenues	\$288,840	\$2,848,497	(\$2,559,657)
Expenditures	\$288,840	\$2,173,233	(\$1,884,393)
Difference	\$0	\$675,264	
TAX INCREMENTAL FINANCING #3			
Revenues	\$51,115	\$52,776	(\$1,661)
Expenditures	\$51,115	\$49,720	\$1,395
Difference	\$0	\$3,056	
TAX INCREMENTAL FINANCING #4			
Revenues	\$150,000	\$262,727	(\$112,727)
Expenditures	\$150,000	\$832,027	(\$682,027)
Difference	\$0	(\$569,300)	
HOMEBUYER GRANT			
Revenues	\$354,010	\$60,000	\$294,010
Expenditures	\$354,010	\$57,072	\$296,938
Difference	\$0	\$2,928	
TIF #5 KONE CENTRE			
Revenues	\$32,110	\$204	\$31,906
Expenditures	\$32,110	\$0	\$32,110
Difference	\$0	\$204	
TIF #7 BUSINESS PARK			
Revenues	\$17,305	\$4,025	\$13,280
Expenditures	\$17,305	\$60,385	(\$43,080)
Difference	\$0	(\$56,360)	
TIF #9 Route 150			
Revenues	\$0	\$2	(\$2)
Expenditures		\$21,348	(\$21,348)
Difference	\$0	(\$21,346)	
TIF #10 Health Park			
Revenues	\$0	\$0	\$0
Expenditures	\$0	\$18,490	(\$18,490)
Difference	\$0	(\$18,490)	

	BUDGET	YTD ACTUAL	VARIANCE
SPECIAL SERVICE AREA #5			
Revenues	\$119,470	\$105,458	\$14,012
Expenditures	\$119,470	\$53,761	\$65,709
Difference	\$0	\$51,697	
SPECIAL SERVICE AREA #6			
Revenues	\$238,615	\$142,352	\$96,263
Expenditures	\$238,615	\$100,067	\$138,548
Difference	\$0	\$42,285	
WATER FUND			
Revenues	\$10,407,790	\$5,269,260	\$5,138,530
Expenditures	\$10,407,790	\$4,745,558	\$5,662,232
Difference	\$0	\$523,702	
WPC FUND			
Revenues	\$7,974,170	\$5,317,959	\$2,656,211
Expenditures	\$7,974,170	\$3,068,992	\$4,905,178
Difference	\$0	\$2,248,967	
STORMWATER UTILITY			
Revenues	\$1,080,170	\$682,172	\$397,998
Expenditures	\$1,080,170	\$478,883	\$601,287
Difference	\$0	\$203,289	
FIRE PENSION			
Revenues	\$4,137,325	\$1,649,576	\$8,811
Expenditures	\$4,137,325	\$2,834,627	\$1,302,698
Difference	\$0	(\$1,185,051)	
REHER ART GALLERY			
Revenues	\$28,815	\$13,766	\$15,049
Expenditures	\$28,815	\$10,138	\$18,677
Difference	\$0	\$3,628	
PERPETUAL CARE FUND			
Revenues	\$14,100	\$10,305	\$83,516
Expenditures	\$14,100	\$0	\$14,100
Difference	\$0	\$10,305	
PARK/CEMETERY GIFTS			
Revenues	\$12,250	\$9,808	\$2,442
Expenditures	\$12,250	\$22,985	(\$10,735)
Difference	\$0	(\$13,177)	
FOREIGN FIRE INS TAX			
Revenues	\$31,700	\$0	\$31,700
Expenditures	\$31,700	\$49,948	(\$18,248)
Difference	\$0	(\$49,948)	
POLICE PENSION			
Revenues	\$4,182,950	\$1,800,364	\$2,382,586
Expenditures	\$4,182,950	\$2,028,708	\$2,154,242
Difference	\$0	(\$228,344)	

	BUDGET	YTD ACTUAL	VARIANCE
LIBRARY TRUST			
Revenues	\$62,200	\$51,225	\$10,975
Expenditures	\$62,200	\$64,829	(\$2,629)
Difference	\$0	(\$13,604)	
HEALTH BENEFIT FUND			
Revenues	\$7,453,815	\$3,919,007	\$3,534,808
Expenditures	\$7,453,815	\$4,004,945	\$3,448,870
Difference	\$0	(\$85,938)	
OPEB RETIREMENT FUND			
Revenues	\$0	\$700	(\$700)
Expenditures	\$0	\$0	\$0
Difference	\$0	\$700	
INFORMATION TECHNOLOGY			
Revenues	\$1,140,660	\$614,800	\$525,860
Expenditures	\$1,140,660	\$713,035	\$427,625
Difference	\$0	(\$98,235)	
LIABILITY FUND			
Revenues	\$3,205,320	\$1,873,969	\$1,331,351
Expenditures	\$3,205,320	\$1,219,342	\$1,985,978
Difference	\$0	\$654,627	
FLEET SERVICES			
Revenues	\$4,257,570	\$2,757,346	\$1,500,224
Expenditures	\$4,257,570	\$1,825,709	\$2,431,861
Difference	\$0	\$931,637	
SANITATION FUND			
Revenues	\$2,284,600	\$1,794,425	\$490,175
Expenditures	\$2,284,600	\$1,432,620	\$851,980
Difference	\$0	\$361,805	
DEBT. SERVICE FUND			
Revenues	\$7,122,730	\$4,423,768	\$2,698,962
Expenditures	\$7,122,730	\$4,947,068	\$2,175,662
Difference	\$0	(\$523,300)	
2007 ESCROW ACCOUNT			
Revenues	\$0	\$280,012	(\$280,012)
Expenditures	\$0	\$280,000	(\$280,000)
Difference	\$0	\$12	
CAPITAL IMPROVEMENT FUND			
Revenues	\$7,512,000	\$4,821,936	\$2,690,064
Expenditures	\$7,512,000	\$3,698,305	\$3,813,695
Difference	\$0	\$1,123,631	
* TOTALS			
Revenues	\$121,678,430	\$78,566,623	\$43,111,807
Expenditures	\$121,678,430	\$67,730,256	\$53,948,174
Difference	\$0	\$10,836,367	

**City of Moline
Major Revenue Projection
Summary Sheet
as of August 31, 2012**

Revenues	Year to Date Receipts	Projections	Current Budget	Budget Variance	Prior Year Actual	% Change Cur Proj/ Prior Yr	Last Month's Projection	% Change Proj This Month/ Last Month
Property Tax	\$8,049,131	\$14,684,000	\$14,684,000	\$0	\$14,323,438	2.52%	\$14,684,000	0.00%
State Sales Tax	\$6,442,286	\$9,620,000	\$9,720,000	(\$100,000)	\$9,155,388	6.17%	\$9,620,000	0.00%
Water User Fees	\$4,771,375	\$7,203,650	\$7,203,650	\$0	\$6,536,186	10.21%	\$7,203,650	0.00%
Home Rule Sales Tax	\$5,519,805	\$8,220,000	\$8,220,000	\$0	\$8,159,401	0.74%	\$8,300,000	-0.96%
Sewer User Fees	\$4,518,846	\$7,017,810	\$6,882,400	\$135,410	\$5,953,357	15.61%	\$7,017,810	0.00%
Income Tax	\$2,499,351	\$3,669,800	\$3,280,800	\$389,000	\$3,423,885	-4.18%	\$3,669,800	0.00%
Telecommunication Tax	\$1,331,568	\$1,850,000	\$1,800,000	\$50,000	\$1,799,668	0.02%	\$1,800,000	2.78%
Corporate Replacement Tax	\$1,708,570	\$2,229,265	\$2,129,265	\$100,000	\$2,151,879	-1.05%	\$2,211,265	0.81%
Utility Taxes	\$1,866,977	\$3,000,000	\$3,350,000	(\$350,000)	\$1,872,666	0.00%	\$3,000,000	0.00%
Prepared Food/Liquor Tax	\$1,360,746	\$1,950,000	\$1,850,000	\$100,000	\$1,919,513	-3.62%	\$1,875,000	4.00%
Total	\$38,068,655	\$59,444,525	\$59,120,115	\$324,410	\$55,295,381	6.92%	\$59,381,525	0.11%

NOTE: State of Illinois is three months behind in remitting Income Tax payments.

Food & Beverage Tax increased from 1% to 1.5% as of 1/1/10

Home Rule Sales Tax increased from 1% to 1.25% as of 1/1/10

Utility Tax increased from 3% to 5% as of 1/1/12