



MOLINE CITY COUNCIL AGENDA

Tuesday, October 8, 2013

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		
Parker		
Bender		
Brown		
Turner		
Schoonmaker		
Liddell		
Acri		
Mayor Raes		

APPROVAL OF MINUTES

Committee-of-the-Whole and Council meeting minutes of October 1, 2013

SECOND READING ORDINANCES

1. Council Bill/General Ordinance 3032-2013

An Ordinance amending Chapter 34, "WATER AND SEWERS," of the Moline Code of Ordinances, Sec. 34-2121, "CHARGES AND COLLECTIONS," by repealing subsection (f)(1) in its entirety and enacting in lieu thereof one new subsection (f)(1) relating to the same subject matter.

EXPLANATION: The Committee-of-the-Whole reviewed the City's user fees on September 17, 2013. At that time, staff recommended increasing the fee from \$40.00 to \$50.00 to offset the cost of providing the service. If approved, this fee will be in effect ten days after passage.

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING: Publication of Ordinance

2. Council Bill/General Ordinance 3033-2013

An Ordinance amending Chapter 34, "WATER AND SEWERS," of the Moline Code of Ordinances, Sec. 34-2121, "CHARGES AND COLLECTIONS," by repealing subsections (c) and (d) in their entirety and enacting in lieu thereof new subsections (c) and (d) relating to the same subject matter.

EXPLANATION: The Committee-of-the-Whole reviewed the City's user fees on September 17, 2013. At that time, staff recommended adding the new 16-inch sprinkler fee to the schedule, and billing the charges in four equal quarterly installments rather than one annual installment. If approved, this fee will be in effect ten days after passage.

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING: Publication of Ordinance

3. Council Bill/Special Ordinance 4046-2013

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 Running Dead 5K scheduled for Saturday, October 12, 2013.

EXPLANATION: This is a first time event and has been approved by the Special Event Committee.

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING: N/A

4. Council Bill/Special Ordinance 4047-2013

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 Unity Point Quad Cities Classic Rowing Regatta scheduled for Saturday, October 12, 2013.

EXPLANATION: This is a yearly event and has been approved by the Special Event Committee.

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING: N/A

RESOLUTIONS

5. Council Bill/Resolution 1156-2013

A Resolution authorizing the Utilities General Manager to accept a technical services proposal from Tri-City Electric Company Inc. in the amount of \$8,300.00 to perform an arc flash hazard assessment of the Water Treatment Plant electrical system.

EXPLANATION: Tri-City Electric Company submitted the lowest cost technical services proposal that meets the City’s needs.

FISCAL IMPACT: \$35,000.00 is budgeted in account #310-1712-434.03-22.

PUBLIC NOTICE/RECORDING: N/A

6. Council Bill/Resolution 1157-2013

A Resolution authorizing the Utilities General Manager to accept a technical services proposal from Graybar to perform inspection and maintenance of the Water Treatment Plant electrical system. The proposal includes a base amount of \$20,996.75.00 and a rate schedule for added scope work, should such work be required.

EXPLANATION: Graybar submitted a technical services proposal that meets the City’s needs for inspection and maintenance of the Water Treatment Plant electrical system to ensure its ongoing reliability.

FISCAL IMPACT: \$25,000.00 is budgeted in account #310-1712-434.03-22.

PUBLIC NOTICE/RECORDING: N/A

OMNIBUS VOTE

ITEMS NOT ON CONSENT

FIRST READING ORDINANCES

7. Council Bill/General Ordinance 3034-2013

An Ordinance amending Chapter 20 “MOTOR VEHICLES AND TRAFFIC,” of the Moline Code of Ordinances, Appendix 10 thereof, “PARKING PROHIBITED AT ANY TIME,” by including 50th Avenue, on the north side, between 48th Street A and 50th Street.

EXPLANATION: Traffic Committee reviewed request on October 1, 2013 and recommends approval.

FISCAL IMPACT: N/A

OMNIBUS VOTE		
Council Member	Aye	Nay
Schoonmaker		
Liddell		
Acri		
Knaack		
Parker		
Bender		
Brown		
Turner		
Mayor Raes		

8. Council Bill/General Ordinance 3035-2013

An Ordinance amending Chapter 4, "ALCOHOLIC LIQUOR," of the Moline Code of Ordinances, by repealing Section 4-3304(c) in its entirety and enacting in lieu thereof one new 4-3304(c) dealing with the same subject matter.

EXPLANATION: The Local Liquor Control Commissioner and City staff has determined that certain amendments to the City's liquor code will improve related existing application procedures and help increase business within the City. They therefore recommend amending Section 4-3304(c) to make the required distance between a Class C, Class CC or Class CCC be not less than 100 feet from any church, school, other than an institute of higher learning, hospital, home for aged or indigent persons or for veterans, their spouses or children, any military or naval station. The distance of 100 feet shall be measured from the nearest part of the licensee's building to the nearest part of a church, school, other than an institute of higher learning, hospital, home for aged or indigent persons or for veterans, their spouses or children, any military or naval station.

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING: Pamphlet publication required

9. Council Bill/General Ordinance 3036-2013

An Ordinance amending Chapter 4, "ALCOHOLIC LIQUOR," of the Moline Code of Ordinances, by repealing Section 4-3208(e) in its entirety and enacting in lieu thereof one new 4-3208(e) dealing with the same subject matter and adding subsection (h).

EXPLANATION: The Local Liquor Control Commissioner and City staff have reviewed liquor licensing fees and have determined that the last change to annual fees was in 2002. An amendment to Section 4-3208 (e) will increase the annual fees from \$1200.00 annually to \$1300.00 annually for Class A, Class B, Class C, Class CC, Class CCC, Class D, Class E and Class G licenses. Enacting a new subsection (h) will enact a duplicate license fee in the amount of \$25.00 for licenses that have been lost, stolen or destroyed.

FISCAL IMPACT: Approximately \$12,000.00 additional revenue

PUBLIC NOTICE/RECORDING: Pamphlet Publication Required

10. Council Bill/Special Ordinance 4048-2013

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 Tyson's Run with the Nations 5K Race scheduled for Saturday, October 19, 2013.

EXPLANATION: This is a new event and has been approved by the Special Event Committee.

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING: N/A

11. Council Bill/Special Ordinance 4049-2013

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 Dad's Club Halloween Parade scheduled for Sunday, October 20, 2013.

EXPLANATION: This is an annual event and has been approved by the Special Event Committee.

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING: N/A

12. Council Bill/Special Ordinance 4050-2013

A Special Ordinance 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 2113 6th Avenue, Moline, to Pablo Reyna and Cathy Reyna.

EXPLANATION: The City acquired this property in May 1997 via quit claim deed from the prior owners after they failed to demolish or rehabilitate the dangerous structure (house) on the property. As authorized by the City Council on May 27, 1997, the City demolished the dangerous structure (house) located on the property. This property was declared surplus by the City Council on September 17, 2013, in Council Bill 1144-2013. The neighboring property owners, Pablo Reyna and Cathy Reyna, have indicated a willingness to acquire the property. The sale of this property will lower the City's property maintenance expenses and increase the property tax base in the future. Disposal of this surplus property by negotiated sale to Pablo Reyna and Cathy Reyna, neighbors, is the most advantageous disposition to the City.

FISCAL IMPACT: Lower the City's property maintenance expenses and increase the property tax base in the future

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

13. Council Bill/Special Ordinance 4051-2013

A Special Ordinance granting a variance to Section 28-3200(a) of the Moline Code of Ordinances to delay installation of a sidewalk for property located at 5531-5537 38th Avenue.

EXPLANATION: The property owner, Brad Bagby, is constructing a new four-plex residential dwelling at this location and applied for a variance to not install a sidewalk along his property frontage due roadside ditches and steep slopes.

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

AN ORDINANCE

AMENDING Chapter 34, "WATER AND SEWERS," of the Moline Code of Ordinances, Sec. 34-2121, "CHARGES AND COLLECTIONS," by repealing subsection (f)(1) in its entirety and enacting in lieu thereof one new subsection (f)(1) relating to the same subject matter.

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

Section 1. That Chapter 34, "WATER AND SEWERS," of the Moline Code of Ordinances, Sec. 34-2121, "CHARGES AND COLLECTIONS," is hereby amended by repealing subsection (f)(1) in its entirety and enacting in lieu thereof one new subsection (f)(1) relating to the same subject matter, which shall read as follows:

"ARTICLE II. CITY WATER SYSTEM

DIVISION 1. WATER SERVICE

SEC. 34-2121. CHARGES AND COLLECTIONS.

* * * * *

(f) **Service Charge.**

(1) For transfer of billing, when the service has not been terminated, the charge will be twenty-five dollars (\$25.00); however, in the case where the public utilities or accounts and finance departments are aware that a new occupant exists and the provisions of Section 34-2119 have not been met, an administrative fee of thirty-five dollars (\$35.00) will be charged for staff time preparing and posting notice to property. A turn-on fee of fifty dollars (\$50.00) shall be assessed for turning on water during business hours for existing customers. A turn-off fee with meter removal during business hours will be charged fifty dollars (\$50.00). Overtime charges shall be charged to the customer and shall apply to work performed in transferring the billing outside of regular business hours."

* * * * *

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

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____
City Clerk

Approved as to Form:

City Attorney

AN ORDINANCE

AMENDING Chapter 34, "WATER AND SEWERS," of the Moline Code of Ordinances, Sec. 34-2121, "CHARGES AND COLLECTIONS," by repealing subsections (c) and (d) in their entirety and enacting in lieu thereof new subsections (c) and (d) relating to the same subject matter.

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

Section 1. That Chapter 34, "WATER AND SEWERS," of the Moline Code of Ordinances, Sec. 34-2121, "CHARGES AND COLLECTIONS," is hereby amended by repealing subsections (c) and (d) in their entirety and enacting in lieu thereof new subsections (c) and (d) relating to the same subject matter, which shall read as follows:

"ARTICLE II. CITY WATER SYSTEM

DIVISION 1. WATER SERVICE

SEC. 34-2121. CHARGES AND COLLECTIONS.

* * * * *

(c) **Fire sprinkler service connections.** All property owners using fire sprinkler service connections to the City's public water supply system, shall pay an annual fee based on the size the fire sprinkler service connection, in accordance with the following fee schedule:

Size & Type of Connection	Annual Fee		
	2012	2013	2014, and until modified by City Council
2-inch or less Sprinkler	\$80.74	\$108.65	\$146.21
3-inch Sprinkler	\$114.38	\$153.92	\$207.13
4-inch sprinkler	\$201.85	\$271.63	\$365.53
6-inch Sprinkler	\$336.42	\$452.72	\$609.22
8-inch Sprinkler	\$605.56	\$814.90	\$1,096.60
10-inch Sprinkler	\$874.70	\$1,177.07	\$1,585.97
12-inch Sprinkler	\$1,682.11	\$2,263.60	\$3,046.10
16-inch Sprinkler	NA	\$4,640.05	\$6,240.57

This fee shall be billed in four equal quarterly installments, in addition to all other charges for water used elsewhere on the premises.

(d) **Fire Hydrants on Private Property.** All property owners who have or shall cause to be placed a fire hydrant on their own property for the purpose of fire protection thereof shall pay an annual fee for the same in accordance with the following fee schedule:

Private Hydrant Charges	Annual Fee		
	2012	2013	2014, and until modified by City Council
	\$336.42	\$452.72	\$609.22

This fee shall be billed in four equal quarterly installments, in addition to all other charges for water supply and service to the premises.”

* * * * *

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

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____
City Clerk

Approved as to Form:

City Attorney

Council Bill/Ordinance No.: 4046-2013

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 Running Dead 5K Race to be held on Saturday, October 12, 2013.

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

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

Saturday, October 12, 2013, from 10:00 a.m. until 10:00 p.m.

- All lanes of 5th Avenue from the easternmost side of 14th Street to the easternmost side of 17th Street
- All lanes of 17th Street from the southernmost side of 5th Avenue to the northernmost side of River Drive
- All lanes of River Drive from the easternmost side of 17th Street to the easternmost side of 1st Street

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

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

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

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____
City Clerk

Approved as to form:

City Attorney

Council Bill/Resolution No.: 4047-2013

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 Unity Point Quad Cities Classic Rowing Regatta scheduled for Saturday, October 12, 2013.

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:

Friday, October 11, 2013, 10:00 a.m. to Saturday, October 12, 2013, 5:00 p.m.

All lanes of 17th Street from the northernmost side of River Drive to the cul de sac.

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/Resolution No.: 1156-2013

Sponsor: _____

A RESOLUTION

AUTHORIZING the Utilities General Manager to accept a technical services proposal from Tri-City Electric Company in the amount of \$8,300.00 to perform an arc flash hazard assessment of the Water Treatment Plant electrical system.

WHEREAS, the City requires technical services to perform an arc flash hazard assessment of the Water Treatment Plant electrical system; and

WHEREAS, City staff has evaluated a number of technical services proposals submitted by firms interested in performing the arc flash hazard assessment; and

WHEREAS, City staff has determined that the proposal from Tri-City Electric Company is the lowest cost technical services proposal that meets the City's needs.

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 technical services proposal from Tri-City Electric Company in the amount of \$8,300.00 to perform an arc flash hazard assessment of the Water Treatment Plant electrical system; 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

October 8, 2013

Date

Passed: October 8, 2013

Approved: October 15, 2013

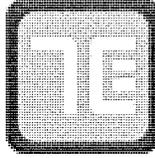
Attest: _____
City Clerk

Approved as to form:

City Attorney

Tri-City Engineering & Integration

A Division of Tri-City Electric Co.



Tri-City Electric Co.
Since 1895

6225 N. Brady Street
Davenport, IA 52806
telephone.563.322.7181
fax.563.322.1643
www.tricityelectric.com

September 20, 2013

Mr. Gregory Swanson
Utilities General Manager
Moline Water Plant
30 – 18th Street
Moline, Illinois 61265

RE: Q5908 – City of Moline Water Treatment Plant Arc-Flash Study Proposal

Dear Mr. Swanson,

Tri-City Engineering & Integration, a division Tri-City Electric Company, is pleased to provide you with this proposal to perform an arc-flash hazard analysis for the City of Moline Water Treatment Plant. This proposal is based on information provided via email September 11 and during our site visit September 16.

We are uniquely qualified to perform all phases of the analysis in-house. The hazard analysis will be coordinated and supervised by an engineer registered in Illinois. Our certified switchgear technicians possess the tools and experience to access the electrical equipment and collect the required data. The electrical construction division can provide estimates and install any hazard reduction measures if necessary.

Tri-City Engineering & Integration has performed arc-flash hazard analyses for a wide variety of facilities both local and nationwide. I have personally conducted over 40 arc-flash hazard studies for grain processing, manufacturing, commercial and municipal clients.

Please review the material accompanying this proposal and feel free to contact me with any questions concerning this proposal. I look forward to working with you and thank you for your consideration.

Office: (563) 823-1630
Mobile: (563) 529-3803
E-mail: sbramer@tricityelectric.com

Sincerely,

Stephen Bramer, P.E.
Electrical Engineer

Overview

This proposal is to conduct an arc-flash hazard analysis for the City of Moline Water Treatment Plant electrical system. The deliverables of this project will permit the facility's electrical power distribution system to comply with NFPA 70E hazard labeling requirements. Included in this proposal is labor to conduct an equipment survey and develop single-line drawing documentation necessary to perform the electrical studies.

Project Scope

1. Conduct a field survey to gather nameplate data, sizes, ratings, and quantities of electrical distribution equipment. Some assistance from facility personnel is necessary to locate and coordinate access to equipment. TCE will require the City of Moline to provide short-circuit availability information at the service connection with MidAmerican Energy.
2. Develop a computer model of the facility's electrical systems including utility sources, transformers, switchboards and panels, switches, and motors.
3. Perform a system short-circuit study to evaluate available fault current at major equipment of the facility. Determine capabilities of equipment to withstand or interrupt projected fault currents.
4. Perform a protective device coordination study to evaluate the selectivity and clearing times for interrupting faults in the electrical systems.
5. Perform an arc-flash hazard analysis using the information from the short-circuit study and the protective device coordination study.
6. Issue a final report of the findings including the equipment location, bolted fault current, arcing fault current, incident energy levels, equipment protective boundary and working distance, hazard risk category, and required protective fire resistant clothing. Report will include recommendations to reduce personnel exposure to incident energy from arc-flash events. (Sample report attached.)
7. Provide and install arc-flash hazard warning labels for switchboards, panel-boards, motor control centers, disconnect switches and distribution panels shown on the single line drawings.
8. Create or update single-line AutoCAD drawings of the facility's electrical systems as developed during computer modeling.

Pricing

Arc-Flash Hazard Analysis and Labeling \$ 8,300.00

Exceptions and Clarifications

1. Pricing listed above does NOT include sales tax, and is the responsibility of the City of Moline. TCE will work with the customer's accounting department to correctly report all necessary sales and/or use tax as required.
2. All work is quoted during normal working hours (Monday-Friday, 8am-5pm). In the event overtime or off-shift labor is required to meet the project schedule or needs, TCE will bill charges to customer as incurred.
3. Utility fees are not included in quoted price.
4. Repair parts and maintenance services are not included in quoted price..

Standard Terms and Conditions of Sale

Terms: Net 30 days, from Tri-City Electric Company's invoice date. A 1.5 percent per month charge will be assessed on all past due invoices.

Taxes: The above prices DO NOT include any taxes. Any applicable taxes on labor or material prices will also be invoiced to the customer, unless the customer furnishes Tri-City Electric with an exemption.

Freight: Prepaid and added to the invoice.

Delivery Schedule: As per a mutually agreed upon schedule.

Changes & Additions: Any additional extra services purchased will be billed monthly or upon completion of a project, if a project completes before the end of the month. Any additional extra material or equipment will be billed on order entry, or upon a schedule mutually agreed upon. Tri-City Electric Company and the customer, prior to the commencement of any work additions or changes, must mutually agree to all changes and additions in writing.

Overtime & Material Expediting: The services quoted do not include any overtime work or charges for expediting material. If overtime work or material expediting (overnight express shipments, etc.) is desired to improve a schedule, then the cost shall be added to the price.

Proposal Expiration: 30 Days from the date of this proposal.

References for Arc-Flash Hazard Analysis Projects:

Tab Negus
Technology Project Manager
Pioneer Hi-Bred, International
6900 NW 62nd. Avenue
Johnston, Iowa 50131-0316
tab.negus@pioneer.com
(515) 535-2178

Joshua O'Brien
Corporate Services Safety Manager
Pioneer Hi-Bred, International
6900 NW 62nd. Avenue
Johnston, Iowa 50131-0316
joshua.obrien@pioneer.com
(515) 535-4264

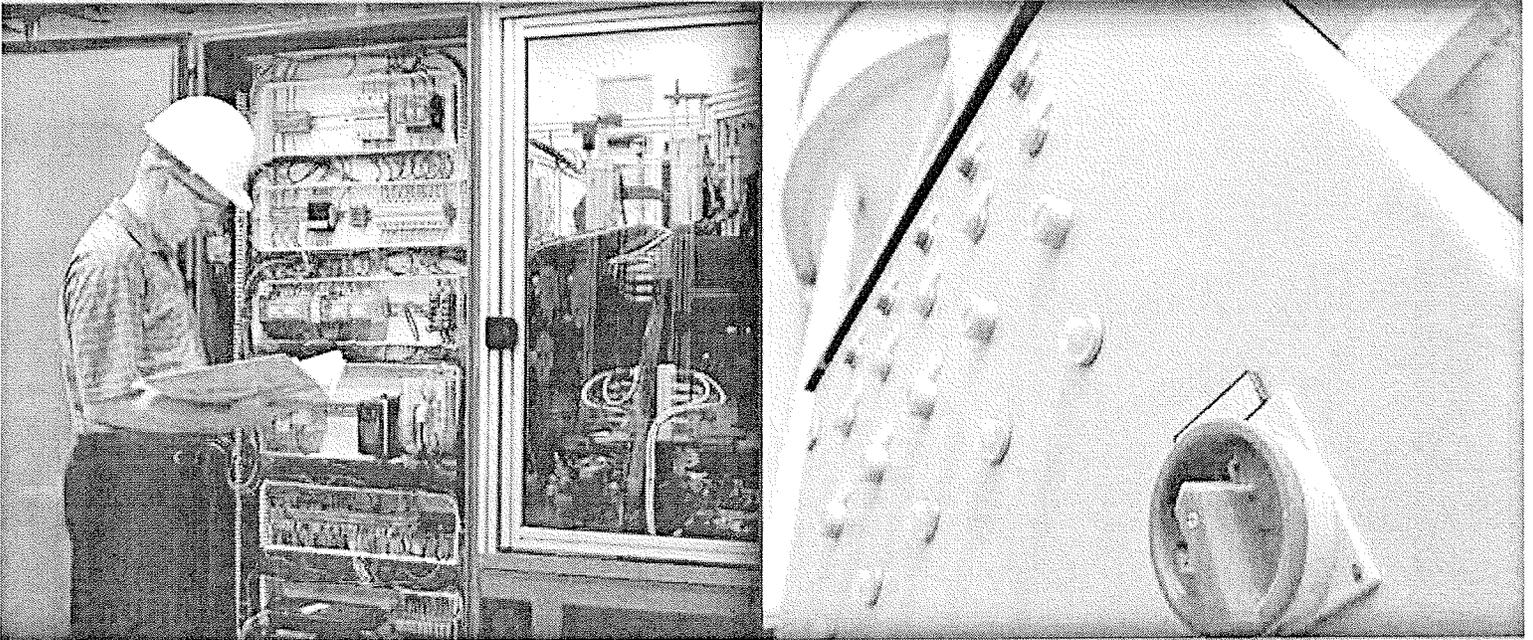
Michael J. Manternach
Maintenance Supervisor
CIPCO – Fair Station Power Plant
3800 Highway 22
Muscatine, Iowa 52761-9428
mike.manternach@cipco.net
(563) 381-2062

Dale Howard
Rock Island Public Works
Wastewater Treatment Plant
1299 Mill Street
Rock Island, Illinois 61201
howard.dale@rigov.org
(309) 732-2200

Dan Stackhouse
Electrical Engineer
Gerdau Ameristeel – Wilton Plant
1500 West 3rd Street
Wilton, Iowa 52778
Daniel.Stackhouse@gerdau.com
(563)732-4598

Erol Melik
River Gulf Grain
2117 State Street
Suite 105
Bettendorf, Iowa 52722
563-344-5181

Engineering & Integration



Get experience, knowledge and skills every time you partner with

Tri-City Electric Co.

Your power and control systems are among the most crucial elements to the success of your company. More than anything, you want an electrical contractor that gives you the confidence they will have the right people, right knowledge and right solutions. For over 100 years, Tri-City Electric Co. has been getting the job done for our customers. You can depend on our Engineering & Integration division to do the same for you.

CONFIDENCE DELIVERED.™



Tri-City Electric Co.
Since 1895

Engineering & Integration

Experienced in engineering & integration.

Tri-City Electric Company's Engineering and Integration division has in-depth knowledge and experience. We have years of proven experience to design, build and integrate complex power distribution applications and control systems.

"Tri-City Electric Co. was a group that could come in and they could handle everything from start to finish... which was very impressive." — Joe Gosche, Project Manager, ADM Grain Corporate, Galveston, TX

AREAS OF EXPERTISE

Power System Analysis & Design

- Industrial/Commercial System Design
- Short-Circuit and Coordination Analysis
- Load Flow Analysis
- Arc-Flash Hazard Analysis & Mitigation
- Utility & Industrial System Protection
- Industrial SCADA Design
- Power Metering and Monitoring Solutions
- Energy Management Automation
- Renewable Energy Systems
- Power Quality Solutions
- Power System Documentation
- Low & Medium Voltage Equipment Specification & Evaluation

Automation & Control Systems

- Design & Functional Specification
- Machine/Process Control Upgrades
- Improve Efficiency
- Reduce Downtime
- Project Engineering & Management

PLC / PAC Programming & Configuration

- Allen-Bradley, Modicon

Industrial Networking

- Ethernet, Wireless Ethernet, ControlNet, DeviceNet Remote I/O, DH+, Modbus, Profibus

Operator Interface Design & Programming

- Dedicated – PanelView
- PC Based – FactoryTalk, RSView Wonderware, Intellution, CiTect, VB.Net
- Database Interface

Motor Control

- Variable Frequency Drives
- Motion/Servo Control
- DC Drives
- MCC/IEC/NEMA Motor Starters

Control Panel Design & Fabrication

- AutoCAD Computer Design
- Cost Effective
- Power Distribution Enclosures
- PLC Enclosures
- Operator Interface Consoles
- Motor Control Center Customization
- UL/CSA Approval available

Control System Documentation

- Electrical Schematics
- Enclosure Layouts
- Operation/Maintenance Manuals

Operator/Maintenance Training

- Customized and on-site

Installation & Commissioning Support

- Installation Specifications
- Cable / Conduit Schedules
- Project Management
- Engineering Troubleshooting & Maintenance Support Services

Sensor & Instrumentation Applications

- P & ID Schematics
- Process Control
- Instrumentation Configuration & Maintenance

Unique Experience

- Cycle Time Reduction
- Reliability Improvement
- Automated Alarm Notification (via E-mail)
- Wireless Technology (sensors, I/O, communication)
- Material Handling

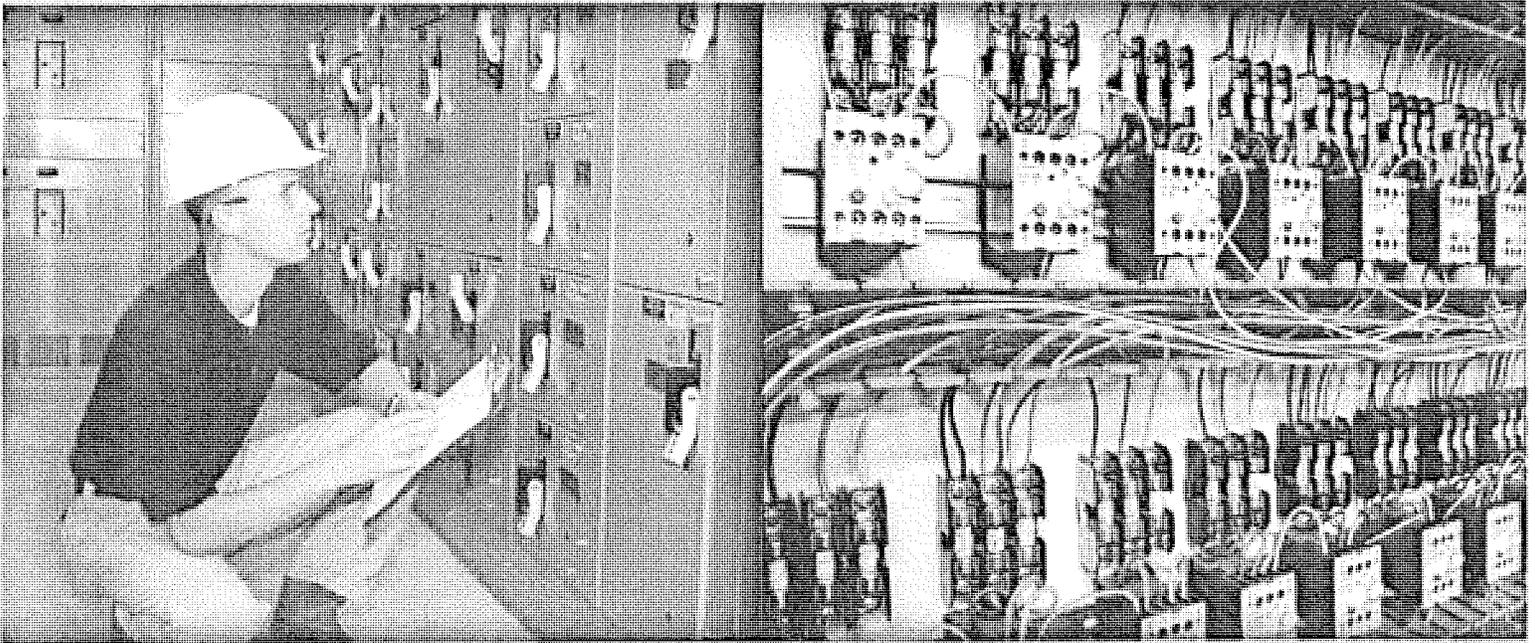


Find out how you can get **CONFIDENCE DELIVEREDSM** on your next project.
Go to www.tricityelectric.com or call 563.322.7181.

2009 BBB Integrity Award Winner
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Quad Cities and Siouxland Region

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Disaster Recovery Services | Structured Cabling | Security Solutions | Telecommunications | Audio/Visual | Safety

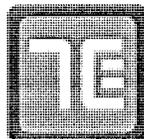
Engineering & Integration | Power System Analysis & Design



Get your peace of mind and skill every time you partner with
Tri-City Electric Co.

Just as the integrity of your power and control systems are critical to the productive and dependable operation of your business, so is the integrity of the contractor performing the work on those systems. You need a contractor that gives you confidence they will have the right people, solutions and knowledge. Since 1895, Tri-City Electric Company has been getting the job done for our customers. You can depend on Tri-City Engineering & Integration to do the same for you.

CONFIDENCE DELIVERED.SM



Tri-City Electric Co.
Since 1895

Power System Analysis and Design

Tri-City Electric Company's Engineering & Integration division provides power system analysis and design solutions you can depend on. Power system analysis and design enables efficient, economical use of power by using calculations and modeling to analyze or design power systems. This means verifying the adequacy of the power distribution system and its components, which is the basis for improving system performance and power quality, reducing operating costs and providing a reliable power system.

"Tri-City Electric Co. was a group that could come in and they could handle everything from start to finish... which was very impressive." — Joe Gosche, Project Manager, ADM Grain Corporate, Galveston, TX

Industrial / Commercial System Design

Tri-City Electric Co. can provide complete electrical engineering design services for new construction, expansion, and major renovation projects. We can also develop project engineering and construction specifications.

Short-Circuit & Coordination Analysis

Short-Circuit analysis calculates the magnitude of prospective fault currents throughout the power system. These calculations determine the minimum required interrupting and withstand ratings for power distribution equipment. The short-circuit analysis provides information to coordinate protective devices setting and ensure a balance of selective fault clearing and equipment protection. Tri-City Electric Co. can perform short-circuit analysis using complex-impedance, ANSI or IEC calculation methodologies.

Load Flow Analysis

Load flow analysis evaluates the performance of the power system during steady-state operating conditions. This can calculate power system losses, optimal transformer tap settings, and capacitor sizing and location for numerous operating configurations and contingencies. It is a valuable tool for planning system expansion and equipment loading.

Arc-Flash Hazard Analysis & Mitigation

Arc-flash hazard analysis is an important part of any organization's electrical safety program. The analysis determines the flash protection boundary distance and PPE required to perform work on energized equipment. Application of arc-flash hazard warning labels to equipment enables compliance with OSHA and NEC requirements. Tri-City Electric Co. can provide hazard mitigation and avoidance designs to reduce exposure to arcing fault hazards.

Power System Protection

Tri-City Electric Co. can provide engineering services to determine relay and breaker protection settings and control schemes for electromechanical and microprocessor based systems. We can assist with comprehensive protection system documentation and relay system functional test design.

Industrial SCADA Design

SCADA systems provide system operators and engineers with centralized supervision and control of the power distribution system. SCADA systems can provide a degree of automation for switching operations, load shedding, and cogeneration control. Tri-City Electric Co. can design and install SCADA systems utilizing a variety of control and network protocols.

Renewable Energy Systems

Renewable energy systems can reduce utility service cost and dependence as well as influence a positive public image. Tri-City Electric Co. can specify, design, and coordinate installation of electric renewable energy technologies.

Power Quality Solutions

Power quality problems cause nuisance tripping, equipment heating, and inefficient system operation. Tri-City Electric Co. has the expertise to investigate and identify the cause of power quality problems, and to design solutions to return the system to maximum efficiency.

Professional Expertise

Tri-City Electric Co. has extensive engineering expertise in all of these areas. Professional Engineer services are also available as required by project scope.

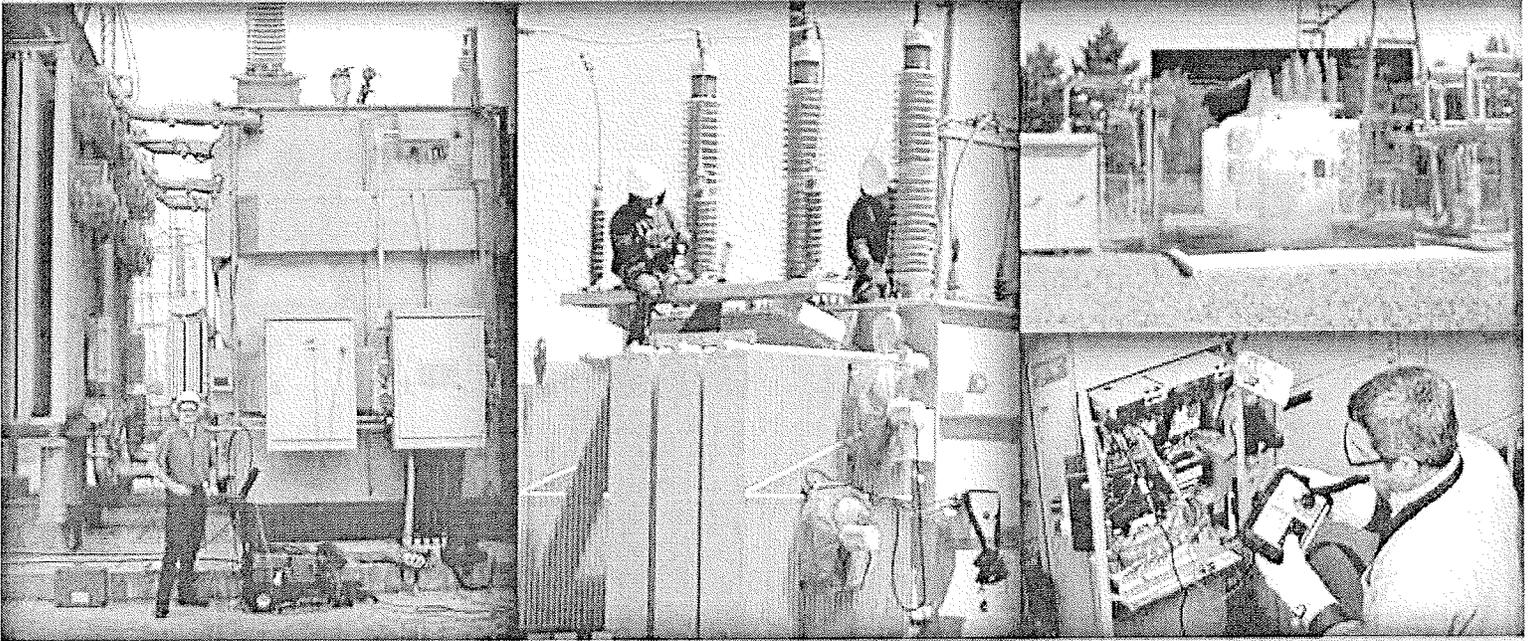


Find out how you can get **CONFIDENCE DELIVEREDSM** on your next project.
Go to www.tricityelectric.com or call 563.322.7181.

2009 BBB Integrity Award Winner
BBB serving Greater Iowa
Quad Cities and Siouxland Region

Electrical Construction | Residential Services | Power Testing Solutions | Engineering & Integration | Service | Renewable Energy
Disaster Recovery Services | Structured Cabling | Security Solutions | Telecommunications | Audio/Visual | Safety

Power Testing Solutions



Get expertise, teamwork and solutions every time you choose

Tri-City Electric Co.

Your company depends on a reliable and efficient electrical distribution system every day. When problems arise or maintenance is required, you need total confidence that your electrical contractor has the right solutions for your system and will get the job done right. That is the way Tri-City Electric has been doing business since 1895.

CONFIDENCE DELIVERED.SM



Tri-City Electric Co.
Since 1895

Experienced in power testing solutions.

Tri-City Electric Co. has the expertise and the hands-on experience to keep your power distribution system running at maximum efficiency. We can help you solve your electrical problems — and even better, we can anticipate and prevent problems before they even develop.

"Tri-City Electric Co. made great recommendations and really understood the way we operate. They really helped us make the best decisions, not just in terms of cost but also functionality." — Tom Risse, Electrical Engineer of Special Projects, Cedar Falls Utilities, Cedar Falls, IA

AREAS OF EXPERTISE

- **Service on All OEM Equipment, Transformers**
 - Insulation Testing
 - Winding Resistance Testing
 - Turns Ratio Testing
 - Power Factor (Doble) Testing
 - Oil Quality Testing
 - Failure Analysis
 - Retrofits
- **Switchgear/Substations**
 - Low/Medium/High Voltage Circuit Breaker Testing
 - Repair/Solid State Conversions
 - SF6/GIS/Vacuum Circuit Breakers
 - Air & Vacuum Contractors/Starter Testing
 - Protective Relay/Meter Calibration
 - Rental, New & Rebuilt Switchgear
 - Power Cable Testing
- **Maintenance Assessment**
 - Reliability
 - Performance
 - Responsiveness
 - Life Cycle
- **Predictive Maintenance**
 - Infrared/Ultrasonic Scanning
 - Power Quality Measurement & Analysis
 - Load Measurement
 - Harmonics Testing
- **Field Engineering Testing**
- **Start Up Services & Acceptance Testing**
- **Planned Outage Scheduling & Coordination**
- **Mobile Switchgear Lab, On-Site Service**
- **In-Shop Services**
- **Equipment Life Extension**
- **Reconditioning, Upgrades & Modernizations**
- **Diagnostics & Troubleshooting**
- **Breaker Exchange Programs**
- **24 Hour Emergency Response**

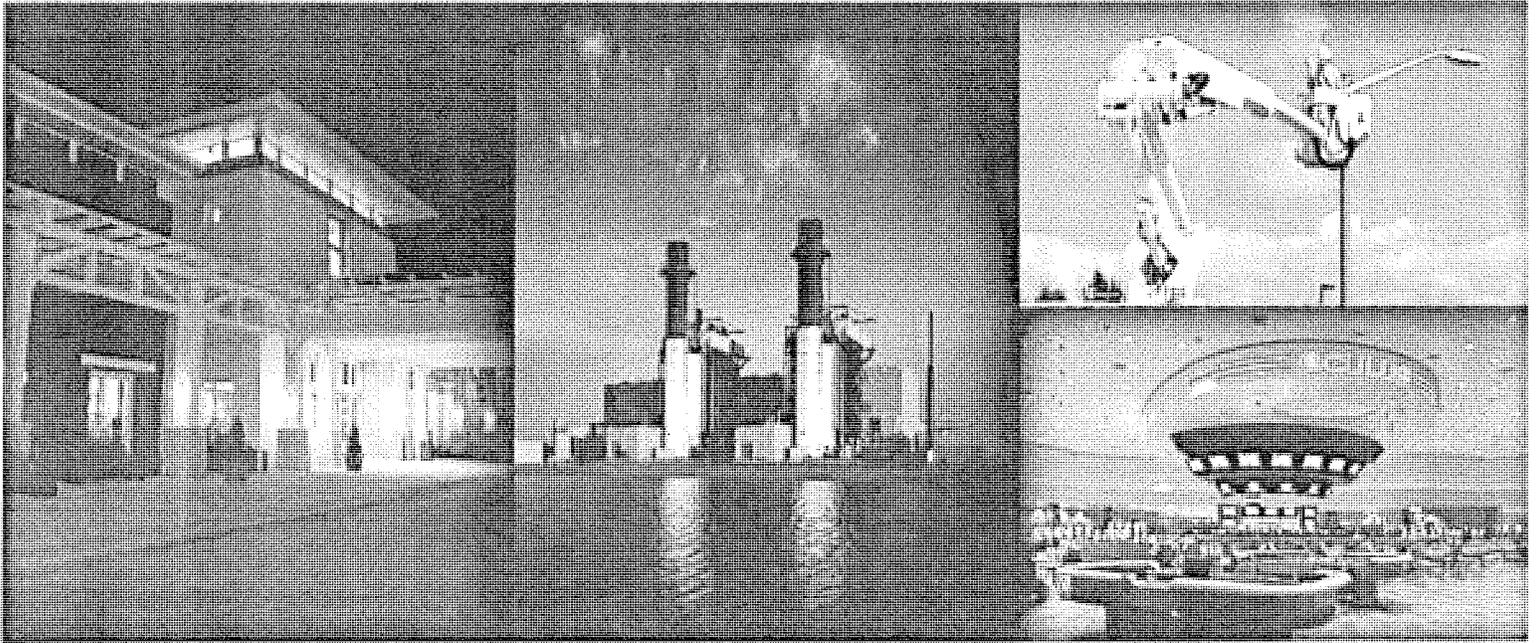
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Electrical Construction

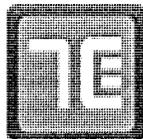


Get innovation, value and quality in every job with

Tri-City Electric Co.

You can look at all the specs, schematics and proposals in the world. However, the most important thing you need from your electrical contractor is the confidence they'll get the job done and done right. That's what Tri-City Electric Co. has been doing for our customers for over 100 years. And it's exactly what we will do for you.

CONFIDENCE DELIVERED.SM



Tri-City Electric Co.
Since 1895

Electrical Construction

The specialists in electrical construction.

The Tri-City Electric Co.'s Electrical Construction Division has the experience, knowledge and expertise to competitively design, install and maintain your electrical system no matter the size or complexity. We understand electrical needs change, and you can count on us to meet your expectations.

"Our philosophy is to be part of your team — to work closely with you to get the job done right."

— Doug Palmer, President, of Tri-City Electric Co.

AREAS OF EXPERTISE

- Safety
- Scheduling
- Value Engineering
- Surveys & Inspections
- Maintenance & Repair
- Substation & Power Line Distribution
- Underground Locates
- Trenching & Boring
- High Voltage Systems
- GIS & FS6
- Process & Control Equipment
- Energy Management Systems
- Interior & Exterior Lighting Systems
- Life Safety Systems
- Residential / Commercial Power Generators
- UPS Systems
- Renewable Energy Solar
- Wind Power
- Green Initiatives
- Energy efficient design capabilities with LEED accredited specialists

CONSTRUCTION

- New Construction
- Design-Build
- Facility Expansion
- Modernization & Renovation
- Maintenance & Repair

PROJECT MANAGEMENT

- Partnering
- Fast Track Construction
- Prime Contractor
- Subcontractor

EXPERIENCE

- Heavy & Light Manufacturing
- Plant & Process Relocation
- Petrochemical
- Environmental Processing Facilities
- Grain Handling Facilities
- Roadway & Traffic Control
- Commercial Offices
- Retail Complexes
- Gaming & Entertainment Facilities
- Colleges & Universities
- Primary & Secondary Schools
- Hospitals
- Medical Offices
- Multi-Family
- Nursing Homes
- Lock & Dams
- Data Centers
- Overhead & Underground Utilities

SERVICE

- 24 Hour Emergency Response
- AutoCAD Documentation
- Troubleshooting
- Maintenance & Repair

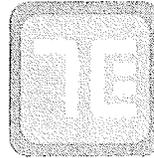
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Electrical Construction
Residential Services
Renewable Energy
Power Testing Solutions
Engineering & Integration
Service
Structured Cabling
Security Solutions
Telecommunications
Audio/Visual



Tri-City Electric Co.
Since 1893

6225 N. Brady Street
Davenport, IA 52806
telephone 563.322.7181
fax 563.322.1643
www.tricityelectric.com

**Tri-City Electric Co.
EEOC And Affirmative Action Policy**

A. Operating Statement

It is the policy of Tri-City Electric Co. to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, sexual orientation, gender identity, age, or disability or any other classification protected by federal, state, or local laws. Such action shall include: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training.

B. Designation of the EEO/AA Officer

I, Kirby Zam, Chief Financial Officer/Treasurer of Tri-City Electric Co. designates Natalie Polich, Human Resource Coordinator as our EEO/AA officer. The EEO/AA officer has the responsibility for and is capable of effectively administering and promoting the EEO/AA program and shall be assigned adequate authority and responsibility to do so.

C. Definition of Equal Employment Opportunity (EEO) and Affirmative Action (AA)

EEO is the opportunity of all applicants for equal employment without regard to race, religion, sex, color, national origin, age or disability, or any other classification protected by federal, state or local laws. AA is the specific action taken to assure minorities and women will have equal opportunity for employment.

The distinction between the two policies is that EEO is a policy, which provides consistent action in regards to employment opportunities while AA is a proactive policy designed to increase minority and female employment opportunities.

D. Union

Tri-City Electric Co. will use its best efforts to obtain the cooperation of unions to increase female and minority group opportunities within the unions; and to encourage referrals of female and minority group employees by unions.

1. Tri-City Electric Co. will use our best efforts to develop in cooperation with the unions, joint training programs aimed toward qualifying more female and minority group members for membership in the unions and increasing the skill of female and minority group employees so that they may qualify for higher paying employment.
2. Tri-City Electric Co. will use our best efforts to incorporate an equal employment opportunity clause into all union agreements to the end that such unions will be contractually bound to refer applicants without regard to their age, disability, race, color, religion, sex or national origin.

3. Tri-City Electric Co. will in the event a union is unable to refer applicants as requested by us within the time limit set forth in the union agreement, will through our recruitment procedure fill the employment vacancies without regard to age, disability, race, color, religion, sex or national origin, making full efforts to obtain qualified female and minority group persons.

E. **Recruitment Policy**

We will use the following avenues to seek out minority and female applicants; we will contact Workforce Development Office nearest our office and/or nearest to where we are seeking applicants; we encourage our current employees to refer females and minorities, we will allow enough time, prior to making a hiring decision, to obtain a reasonable flow of female and minority applicants; and we will place ads in the local newspaper (i.e. Quad City Times, the Moline Dispatch/Rock Island Argus or the Des Moines Register). We will include in all advertising and placing of job orders: "An Equal Opportunity Employer".

The following list of organizations receive notices of employment. These notices are sent on an annual basis.

- Martin Luther King Center, Rock Island, IL
- Quad Cities Veteran Center, Moline, IL
- Quad Cities Mexican/American Organization, Davenport, IA
- Refugee Resettlement Office, Davenport, IA
- Lulac Club, Davenport, IA
- Women's Resource Center, Clinton, IA
- Women's Chamber Alliance, Des Moines, IA
- Des Moines Women's Club, Des Moines, IA
- Iowa Federation of Women's Clubs
- Quad City League of Native Americans, Rock Island, IL
- NAACP, Davenport, IA
- Project Now, Rock Island, IL
- Skills, Inc., Moline, IL
- Our major Vendors and Suppliers
- All local High Schools and Colleges
- Work Force Development Center, Davenport & Clinton, IA, Des Moines, IA
- Work Force Development Center, Moline, IL

If it has been determined, that after using our referral sources we still do not have a reasonable flow of female and minority applicants in each job classification in which we are seeking new hires, we will independently or with assistance from Iowa DOT staff, develop additional recruitment efforts.

If it has been determined that we do have a reasonable flow of female and minority applicants on file in each job class in which we are seeking new hires, we will immediately make hiring decisions based on our operating statement.

F. **Nonsegregated Facilities Policy**

Tri-City Electric Co. certifies that it will provide non-segregated facilities for our employees. No employee will be denied access to adequate facilities on the basis of sex or disability.

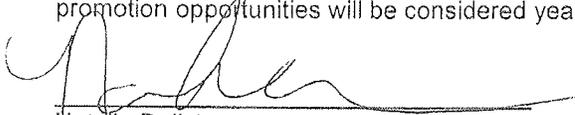
G. Training and Promotion Policy

1. Tri-City Electric Co. will assist in locating, qualifying and increasing the skills of minority and female group employees and applicants for employment. The training and promotion policy is open to all prospective trainees and employees without regard to race, religion, sex, color, national origin, age or disability.
2. Consistent with manpower requirements and as permissible under Federal and State regulations, we will make full use of training programs, i.e.; pre-apprenticeship, apprenticeships, and/or on-the-job training programs for the geographical area of contract performance. We will make use of an informal training program or when required to have a formal training; we will utilize our union training program(s) that has been approved by the U.S. Department of Labor.
3. Tri-City Electric Co. advise employees and applicants for employment of available training programs and entrance requirements for each. This will be accomplished by job site postings.
4. Tri-City Electric Co. will annually review the training and promotion potential of interested employees; and will encourage eligible employees to apply for such training and promotions.
5. Tri-City Electric Co. will review apprentice(s) progress on a quarterly basis.
6. Tri-City Electric Co. is willing to train all applicable union trades when resources are available and it is deemed practical. We will also strive to train in the following classifications:
Journeyman Electrician and Installer Technician.

Tri-City Electric Co. will advise prospective employees/trainees of available training opportunities such as employee's handbooks, job site postings, on-the-job training and classroom education as provided by the Apprenticeship Program as set forth by the Union.

Tri-City Electric Co. will assure that all training and promotions are open to all prospective trainees and employees, without regard to race, religion, sex, color, national origin, age, disability, or any other classification protected by federal, state or local laws.

Tri-City Electric Co. will have a quarterly review of each trainee enrolled and will go over that review with the trainee. Each trainee's training evaluation will be retained in file and promotion opportunities will be considered yearly through a performance review.


Natalie Polich
EEO/AA Officer

Date 9/18/13


Kirby Zam
Chief Financial Officer/Treasurer

Date 9-19-13

Council Bill/Resolution No.: 1157-2013

Sponsor: _____

A RESOLUTION

AUTHORIZING the Utilities General Manager to accept a technical services proposal from Graybar to perform inspection and maintenance of the Water Treatment Plant electrical system, which includes a base amount of \$20,996.75.00 and a rate schedule for added scope work, should such work be required.

WHEREAS, the City requires technical services to perform inspection and maintenance of the Water Treatment Plant electrical system to ensure its ongoing reliability; and

WHEREAS, Graybar has submitted a technical services proposal to perform said electrical inspection and maintenance; and

WHEREAS, City staff has determined that the proposal from Graybar meets the City's needs and requirements in an efficient and cost-effective manner.

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 technical services proposal from Graybar to perform inspection and maintenance of the Water Treatment Plant electrical system, which includes a base amount of \$20,996.75.00 and a rate schedule for added scope work, should such work be required; 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

October 8, 2013

Date

Passed: October 8, 2013

Approved: October 15, 2013

Attest: _____
City Clerk

Approved as to form:

City Attorney



5008 TREMONT AVENUE
 DAVENPORT IA 52807-1018
 Phone: 563-388-8182
 Fax: 563-388-0673

To: CITY OF MOLINE
 ACCOUNTS FINANCE
 619 16TH ST
 MOLINE IL 61265-2121
 Attn: GREG SWANSON
 Phone: 309-524-2085
 Fax: 309-524-2074
 Email: gswanson@moline.il.us

Date: 09/20/2013
 Proj Name: MOLINE ELECT MAINT INSPE
 GB Project Qte#: 218692620
 Valid From: 09/20/2013
 Valid To: 10/20/2013
 Contact: KELLY Dietz
 Email: kelly.dietz@graybar.com

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

Item	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
Notes:							
PLEASE SEE ACCOMPANYING SCHNEIDER ELECTRIC PROPOSAL.							
THANK YOU FOR THE OPPORTUNITY TO QUOTE YOUR PROJECT.							
PLEASE CALL WITH ANY QUESTIONS							
100	1 EA	SQUARE D CO.	Q2C# 33906758 (see attached SQD Docs)		\$20,996.75	1	\$20,996.75

Total in USD (Tax not included): \$20,996.75

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at www.graybar.com

24-Hour Emergency Phone#: 1-800-GRAYBAR

Subject to the standard terms and conditions set forth in this document. Unless otherwise noted, freight terms are F.O.B. shipping point prepaid and bill. Unless noted the estimated ship date will be determined at the time of order placement.

To: CITY OF MOLINE
 ACCOUNTS FINANCE
 619 16TH ST
 MOLINE IL 61265-2121
 Attn: GREG SWANSON

Date: 09/20/2013
 Proj Name: MOLINE ELECT MAINT INSPE
 GB Project Qte#: 218692620

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

Item	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
<p>GRAYBAR ELECTRIC COMPANY, INC. TERMS AND CONDITIONS OF SALE</p> <p>1. ACCEPTANCE OF ORDER; TERMINATION - Acceptance of any order is subject to credit approval and acceptance of order by Graybar Electric Company, Inc. ("Graybar") and, when applicable, Graybar's suppliers. If credit of the buyer of the goods ("Buyer") becomes unsatisfactory to Graybar, Graybar reserves the right to terminate upon notice to Buyer and without liability to Graybar.</p> <p>2. PRICES AND SHIPMENTS - Unless otherwise quoted, prices shall be those in effect at time of shipment, which shall be made F.O.B. shipping point, prepaid and bill.</p> <p>3. RETURN OF GOODS - Credit may be allowed for goods returned with prior approval. A deduction may be made from credits issued to cover cost of handling.</p> <p>4. TAXES - Prices shown do not include sales or other taxes imposed on the sale of goods. Taxes now or hereafter imposed upon sales or shipments will be added to the purchase price. Buyer agrees to reimburse Graybar for any such tax or provide Graybar with acceptable tax exemption certificate.</p> <p>5. DELAY IN DELIVERY - Graybar is not to be accountable for delays in delivery occasioned by acts of God, failure of its suppliers to ship or deliver on time, or other circumstances beyond Graybar's reasonable control. Factory shipment or delivery dates are the best estimates of our suppliers, and in no case shall Graybar be liable for any consequential or special damages arising from any delay in shipment or delivery.</p> <p>6. LIMITED WARRANTIES - Graybar warrants that all goods sold are free of any security interest and will make available to Buyer all transferable warranties (including without limitation warranties with respect to intellectual property infringement) made to Graybar by the manufacturer of the goods. GRAYBAR MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE. UNLESS OTHERWISE AGREED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF GRAYBAR, PRODUCTS SOLD HEREUNDER ARE NOT INTENDED FOR USE IN OR IN CONNECTION WITH (1) ANY SAFETY APPLICATION OR THE CONTAINMENT AREA OF A NUCLEAR FACILITY, OR (2) IN A HEALTHCARE APPLICATION, WHERE THE GOODS HAVE POTENTIAL FOR DIRECT PATIENT CONTACT OR WHERE A SIX (6) FOOT CLEARANCE FROM A PATIENT CANNOT BE MAINTAINED AT ALL TIMES.</p> <p>7. LIMITATION OF LIABILITY - Buyer's remedies under this agreement are subject to any limitations contained in manufacturer's terms and conditions to Graybar, a copy of which will be furnished upon written request. Furthermore, Graybar's liability shall be limited to either repair or replacement of the goods or refund of the purchase price, all at Graybar's option, and IN NO CASE SHALL GRAYBAR BE LIABLE FOR INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES. In addition, claims for shortages, other than loss in transit, must be made in writing not more than five (5) days after receipt of shipment.</p> <p>8. WAIVER - The failure of Graybar to insist upon the performance of any of the terms or conditions of this agreement or to exercise any right hereunder shall not be deemed to be a waiver of such terms, conditions, or rights in the future, nor shall it be deemed to be a waiver of any other term, condition, or right under this agreement.</p> <p>9. MODIFICATION OF TERMS AND CONDITIONS - These terms and conditions supersede all other communications, negotiations, and prior oral or written statements regarding the subject matter of these terms and conditions. No change, modification, rescission, discharge, abandonment, or waiver of these terms and conditions shall be binding upon Graybar unless made in writing and signed on its behalf by a duly authorized representative of Graybar. No conditions, usage of trade, course of dealing or performance, understanding or agreement, purporting to modify, vary, explain, or supplement these terms and conditions shall be binding unless hereafter made in writing and signed by the party to be bound. Any proposed modifications or additional terms are specifically rejected and deemed a material alteration hereof. If this document shall be deemed an acceptance of a prior offer by Buyer, such acceptance is expressly conditional upon Buyer's assent to any additional or different terms set forth herein.</p> <p>10. REELS - When Graybar ships returnable reels, a reel deposit may be included in the invoice. The Buyer should contact the nearest Graybar service location to return reels.</p> <p>11. CERTIFICATION - Graybar hereby certifies that these goods were produced in compliance with all applicable requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof. This agreement is subject to Executive Order 11246, as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Veterans' Readjustment Assistance Act of 1974, as amended, E.O. 13496, 29 CFR Part 471, Appendix A to Subpart A, and the corresponding regulations, to the extent required by law. 41 CFR 60-1.4, 60-741.5, and 60-250.5 are incorporated herein by reference, to the extent legality required.</p> <p>12. FOREIGN CORRUPT PRACTICES ACT - Buyer shall comply with applicable laws and regulations relating to anti-corruption, including, without limitation, (i) the United States Foreign Corrupt Practices Act (FCPA) (15 U.S.C. §§78dd-1, et. seq.) irrespective of the place of performance, and (ii) laws and regulations implementing the Organization for Economic Cooperation and Development's Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the U.N. Convention Against Corruption, and the Inter-American Convention Against Corruption in Buyer's country or any country where performance of this agreement or delivery of goods will occur.</p> <p>13. ASSIGNMENT - Buyer shall not assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of Graybar, and any such assignment, without such consent, shall be void.</p> <p>14. GENERAL PROVISIONS - All typographical or clerical errors made by Graybar in any quotation, acknowledgment or publication are subject to correction. This agreement shall be governed by the laws of the State of Missouri applicable to contracts to be formed and fully performed within the State of Missouri, without giving effect to the choice or conflicts of law provisions thereof. All suits arising from or concerning this agreement shall be filed in the Circuit Court of St. Louis County, Missouri, or the United States District Court for the Eastern District of Missouri, and no other place unless otherwise determined in Graybar's sole discretion. Buyer hereby irrevocably consents to the jurisdiction of such court or courts and agrees to appear in any such action upon written notice thereof.</p> <p>15. PAYMENT TERMS - Payment terms shall be as stated on Graybar's invoice or as otherwise mutually agreed. As a condition of the sales agreement, a monthly service charge of the lesser of 1-1/2% or the maximum permitted by law may be added to all accounts not paid by net due date. Visa, MasterCard, American Express, and Discover credit cards are accepted at point of purchase only.</p> <p>16. EXPORTING - Buyer acknowledges that this order and the performance thereof are subject to compliance with any and all applicable United States laws, regulations, or orders. Buyer agrees to comply with all such laws, regulations, and orders, including, if applicable, all requirements of the International Traffic in Arms Regulations and/or the Export Administration Act, as may be amended. Buyer further agrees that if the export laws are applicable, it will not disclose or re-export any technical data received under this order to any countries for which the United States government requires an export license or other supporting documentation at the time of export or transfer, unless Buyer has obtained prior written authorization from the United States Office of Export Control or other authority responsible for such matters.</p>							

Signed: 

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at www.graybar.com 24-Hour Emergency Phone#: 1-800-GRAYBAR

Subject to the standard terms and conditions set forth in this document. Unless otherwise noted, freight terms are F.O.B. shipping point prepaid and bill. Unless noted the estimated ship date will be determined at the time of order placement.

COMPREHENSIVE SERVICES QUOTATION ON ELECTRICAL DISTRIBUTION EQUIPMENT

For: Moline WWTP



Schneider Electric
Services Installed Base Solutions
1010 Airpark Center Drive
Nashville, TN 37217
Tel: (615) 986-6331

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B) CUSTOMER RESPONSIBILITIES 7

C) CLARIFICATIONS & EXCEPTIONS..... 7

D) PRICE AND PAYMENT..... 7

E) PROPOSAL ACCEPTANCE 8

F) TERMS AND CONDITIONS 8

09/18/13

Moline WWTP
Moline, IL

RE: PROPOSAL TO PERFORM/PROVIDE ELECTRICAL EQUIPMENT START-UP SERVICES, AND/OR SPARE PARTS, AND/OR EXTENDED WARRANTIES, AND/OR MAINTENANCE CONTRACTS, AND/OR COMPREHENSIVE TRAINING
Q2C33906758

At your request and based upon the information you have provided, we are pleased to submit the following proposal for Schneider Electric Services to provide start-up and commissioning services, and/or spare parts on the electrical equipment being installed in your facility in Moline, IL..

A) SCHEDULE FOR PREVENTIVE MAINTENANCE

This work will be performed upon receipt of a purchase order and all pertinent equipment information. Once received, Schneider Electric Services will contact Moline WWTP to coordinate the schedule. A three (3) week advance notice is required for scheduling onsite work. In the event of cancellation, Schneider Electric Services requests a minimum 1-week notice prior to the scheduled start date.

Air Switches: High- and Medium-Voltage, Open Style

Visual and Mechanical Inspection

- Document equipment nameplate data on test report.
- Inspect physical and mechanical condition.
- Confirm correct application of lubricants at manufacturer's recommended locations.
- Verify that grounding is in accordance with industry standards and manufacturers instructions.
- Verify tightness of accessible bolted electrical connections by calibrated torque-wrench method.
- Perform mechanical operator tests in accordance with manufacturer's instructions.
- Verify correct operation and adjustment of motor operator limit-switches and mechanical interlocks.
- Verify correct blade alignment, blade penetration, travel stops, arc interrupter operation, and mechanical operation.

Electrical Tests

- Perform insulation-resistance tests on each pole, phase-to-phase and phase-to-ground with switch closed and across each open pole for one minute.
- Perform contact-resistance test across each switchblade and fuse holder.

Circuit Breakers: Low-Voltage Power (ANSI/IEEE C37.13)

Visual and Mechanical Inspection

- Document equipment nameplate data on test report.
- Inspect physical and mechanical condition.
- Confirm correct application of lubricants at manufacturer's recommended locations.
- Inspect anchorage, alignment, and grounding.
- Inspect arc chutes.
- Verify that all maintenance devices are available for servicing and operating the breaker.
- Perform all mechanical operator and contact alignment tests on both the breaker and its operating mechanism.
- Verify tightness of accessible bolted bus connections by calibrated torque-wrench method.
- Check cell fit and element alignment.
- Check racking mechanism.
- Verify that the breaker is equipped with the correct rating plugs and current sensors.
- Verify that the breaker has the specified trip unit, LI, LIS, LISG etc.
- Verify that the Ground Fault system has been wired in accordance with the specified wiring diagram and that the Sensor Grounds are either present or not present as specified.

Electrical Tests

- Perform a contact-resistance test in accordance with manufacturer's recommended procedure.
- Perform an insulation-resistance test at 1000 volts dc from pole-to-pole and from each pole-to-ground with breaker closed and across open contacts of each phase.
- Determine the following using secondary current injection:
 - Minimum pickup current by
 - Long-time delay
 - Short-time pickup and delay
 - Ground-fault pickup and delay
 - Instantaneous pickup value
- Activate auxiliary protective devices such as undervoltage relays, to insure operation of shunt trip devices.
- Verify correct operation of any auxiliary features such as trip and pickup indicator, electrical close and trip operation, trip-free, and antipump function.
- Check electric charging mechanism, if applicable.

Infrared Scanning

Warning: Infrared scanning of energized electrical systems poses potential safety hazards for the person performing the scan, the person(s) opening/removing covers and any other persons working within the limited approach boundary (often 10 feet or further) of the work area. A proper job briefing, safety review and job hazard analysis are required prior to commencing work. All relevant safe work practices must be strictly adhered to.

Visual and Mechanical Inspection

- Document all equipment to be scanned on test report.
- Visually inspect equipment prior to removal of covers or opening doors to determine if any obvious signs of impending mechanical failure or deterioration indicate it may not be safe to proceed. Document any deficiencies.

Infrared Scan

- Gain access to equipment to be scanned by opening hinged covers or removal of bolted covers. This is to be performed by customer or facility electricians.
- Perform infrared scan in accordance with operating procedures for the specific scanning equipment utilized.
- For equipment indicating abnormal temperatures, attempt to determine equipment loading or take current measurements when it is safe to do so, document findings
- Record a thermal and visual light picture for all of out of tolerance conditions.
- Note: For equipment operating within normal limits infrared images and visible light pictures will not be taken
- Prepare a final report including list of scanned equipment, out of tolerance conditions and recommendations for any required corrective actions.

Motor Control Centers: Low and Medium Voltage

Visual and Mechanical Inspection

- Document equipment nameplate data on test report.
- Inspect physical, electrical, and mechanical condition.
- Confirm correct application of lubricants at manufacturer's recommended locations.
- Verify appropriate anchorage, required area clearances, physical damage, and correct alignment and cleanliness.
- Verify that fuse and/or circuit breaker sizes and types correspond to drawings and coordination study, if available, as well as to the circuit breaker's address for microprocessor-communication packages.
- Verify that current and potential transformer ratios correspond to drawings.
- Verify tightness of accessible bolted electrical connections by calibrated torque-wrench method.
- Confirm correct operation and sequencing of electrical and mechanical interlock systems.
- Attempt closure on locked-open devices. Attempt to open locked-closed devices.
- Make key exchange with devices operated in off-normal positions.
- Inspect insulators for evidence of physical damage or contaminated surfaces.
- Verify correct barrier and shutter installation and operation.
- Verify that filters are in place and/or vents are clear.
- Test operation, alignment, and penetration of instrument transformer withdrawal disconnects, current carrying and grounding.
- Inspect control power transformers.
- Inspect starter contacts

Electrical Tests

- Perform insulation-resistance tests on each bus section, phase-to-phase, phase-to-neutral and phase-to-ground at the minimum dc Test voltage appropriate for the equipment.
- Measure insulation resistance of each combination starter, phase-to-phase and phase-to-ground, with the starter contacts closed and the protective device open.
- Perform operational tests by initiating control on each starter unit devices.
- When possible, perform contact resistance or voltage drop test on all starter phase contacts
- Verify operation of MCC heaters.

Switchgear Assemblies: Low Voltage & Medium Voltage

Visual and Mechanical Inspection

- Document equipment nameplate data.
- Verify the presence of all the manufacturers intended Documentation.
- Inspect physical, electrical, and mechanical condition of switchboard/switchgear and all components.
- Confirm correct application of lubricants at manufacturer's recommended locations.
- Verify that fuse and/or circuit breaker sizes and types correspond to drawings and coordination study.
- Verify that current and potential transformer ratios correspond to drawings.
- Verify tightness of accessible bolted electrical connections by calibrated torque-wrench.
- Confirm correct operation and sequencing of electrical and mechanical interlock systems.
- Verify correct barrier and shutter installation and operation.
- Inspect all mechanical indicating devices for correct operation.
- Verify that filters are in place and/or vents are clear.
- Test operation, alignment, and penetration of instrument transformer withdrawal disconnects.
- Set relays in accordance with coordination study supplied by owner, if applicable.

Electrical Tests

- Perform insulation-resistance tests on each bus section, phase-to-phase, phase-to-neutral and phase-to-ground.
- Verify operation of switchgear/switchboard heaters.

Transformers: Dry-Type: All Voltages - Large

(Greater than 167 Single-Phase and 500 kVA Three-Phase)

Visual and Mechanical Inspection

- Document equipment nameplate data on test report.
- Inspect physical and mechanical condition.
- Verify that control and alarm settings on temperature indicators are as specified.
- Verify that cooling fans operate correctly and that fan motors have correct overcurrent protection.
- Verify tightness of accessible bolted electrical connections by calibrated torque-wrench method.
- Verify that shipping brackets or fixtures have been removed.
- Insure that resilient mounts are free.
- Verify that winding core, frame, and enclosure groundings are correct.
- Verify that as-left tap connections are as specified.

Electrical Tests

- Perform insulation-resistance tests winding-to-winding and each winding-to-ground for 10 minutes.
- Calculate polarization index.
- Perform a turns-ratio test (in service position only).
- Verify that winding polarities are in accordance with nameplate.
- Verify that core is solidly grounded.

Total Cost of the Preventive Maintenance Package - \$ 20,996.75

B) CUSTOMER RESPONSIBILITIES

Moline WWTP will be responsible for the following:

- 1) Schedule power outage with the local utility or production and absorb all related costs.
- 2) Provide electricians electrician(s) to assist.
- 3) Provide qualified personnel to de-energize / re-energize equipment as defined by NFPA70E.
- 4) Provide qualified personnel to lock out equipment and verify zero energy state as defined by NFPA70E.
- 5) Provide qualified individual for grounding of equipment as required.
- 6) Point of contact to provide all specific job and site requirements in a timely manner.
- 7) Provide access to the job site to facilitate the performance of the work.
- 8) Provide proper workspace clear of obstruction with adequate temporary lighting for walk ways and emergency exits. *Work will not commence until adequate lighting is in place.*
- 9) Provide a phone with defined emergency contact and site location in event of an emergency.
- 10) Provide an authorized person to sign all manifests for asbestos and PCB wastes (if any)

C) CLARIFICATIONS & EXCEPTIONS

- 1) Primary injection testing of circuit breakers is not included in this quotation.
- 2) Proposal is based off of the equipment on the one-line diagram provided. Equipment above and beyond that shown on the one-line may require additional fees.
- 3) Time and Material Rates per the attached schedule will apply to repairs associated with the findings while on-site.

D) PRICE AND PAYMENT

- 1) Break down pricing for start-up, spare parts and extended warranties
 - A) Preventive Maintenance on Electrical Equipment **\$ 20,996.75**
- 2) Payment is due net 30 days from receipt of invoice
- 3) Federal, State and Local taxes are not included
- 4) Pricing does not include outside contract labor, if necessary
- 5) Warranty - One (1) year from date of final completion / installation

E) PROPOSAL ACCEPTANCE

This proposal is valid for 30 days from date of issue. Any changes to the scope of work or Bill of Material will require a revised quotation which may result in a price change. To accept this proposal, please issue a Purchase Order to Graybar Electric, 5008 Tremont Ave. Davenport, Iowa. 563-388-8182

Reference: Q2C33906758

F) TERMS AND CONDITIONS

The work described in this proposal has been submitted based upon the attached Schneider Electric USA, Inc. - Services Terms and Conditions of Supply and Performance or the existing terms and conditions of the pending project as mutually agreed upon between Moline WWTP and Schneider Electric.

Thank you for the opportunity to provide this proposal to Moline WWTP. If you have questions regarding the contents of this proposal or need additional information, contact me at (847) 925-3978 or Andrew.daniele@schneider-electric.com. I look forward to the possibility of working with you in the near future.

Sincerely,

SCHNEIDER ELECTRIC SERVICES

Andrew Daniele
Schneider Electric Services Support

Attachments: Schneider Electric USA, Inc. - Services Terms and Conditions

Confidential: This quotation is for the exclusive use of Moline WWTP and is not intended for distribution to an outside party.

TERMS AND CONDITIONS OF SUPPLY AND PERFORMANCE**1.0 DEFINITIONS**

- 1.1 Schneider Electric USA, Inc. - Services shall be known and referred to herein as "SEUSA".
- 1.2 The term "Quotation" shall be employed herein to refer to the complete offer of SEUSA, including commercial and technical section, and shall be subject to these Terms and Conditions of Supply and Performance, which are deemed incorporated unless specifically stated otherwise.
- 1.3 The term "Equipment" shall be applied to any equipment, materials, parts or supplies that shall be provided by SEUSA as a part of the Quotation.

2.0 TERMS AND CONDITIONS OF SALE

- 2.1 SEUSA hereby gives notice of its objection to any different or additional terms and conditions, except for any such terms and conditions as may be expressly accepted in writing.
- 2.2 Unless different or additional terms and conditions are stated or referred to in the Quotation, in which event such different or additional terms and conditions shall be exclusive to the particular subject covered, these terms and conditions supersede any prior or contemporaneous agreements or correspondence between the parties. No form provision of purchaser shall be of any force or effect.

3.0 QUOTATIONS

- 3.1 The Quotation shall be valid for thirty (30) days from the date of issue, unless specifically stated otherwise in the Quotation.
- 3.2 The Quotation shall be based solely on the bid documents. The bid documents are the drawings, specifications and/or instructions of the purchaser, as modified by agreement or SEUSA objection. Significant deviations between the actual conditions and circumstances of the work and those specified in the bid documents shall be just because for an appropriate adjustment in work scope, price and time allowed for performance.

4.0 INVOICING, PAYMENT AND CANCELLATION

- 4.1 Unless specifically noted otherwise in the Quotation, all prices quoted are 'NET', without any discount, and are firm for the period through the completion of the work.
- 4.2 SEUSA may invoice purchaser monthly for all work performed, and for all equipment delivered to the job site or to an off-site storage facility. Purchaser may delay the work, for a period not to exceed 60 days, by giving notice to SEUSA, and purchaser shall pay for all work prior to the delay, and will pay all costs incurred by SEUSA as a result of such delay. SEUSA will be entitled to an increase in the time of performance equal to the delay and a reasonable time necessary to accommodate conditions created by the delay. If such delay results in increased costs to SEUSA, or a general price increase of SEUSA occurs during the delay, SEUSA shall be entitled to an adjustment in the contract price.
- 4.3 Terms of payment are net upon receipt of invoice. All past due accounts will be charged interest at the rate of 1% per month, until paid.
- 4.4 If, in the opinion of SEUSA, the financial condition of the purchaser at the time the work is ready to be performed, or the equipment is ready for shipment does not justify the terms of payment specified, SEUSA may require payment in advance or other adequate assurance of performance.
- 4.6 In the event of the insolvency, bankruptcy or default of the purchaser, SEUSA shall be entitled to cancel any outstanding contract, to receive reimbursement for its reasonable and proper cancellation charges, and to retain possession of equipment repaired or serviced under the contract until the charges for the services have been paid. If the charges are not paid within ninety (90) days of the completion of the work and invoicing to purchaser, SEUSA shall be entitled to sell the repaired or serviced equipment at a public or private sale, upon written notice to the purchaser.
- 4.7 Purchaser agrees to pay and reimburse SEUSA for any and all attorneys' and or collection fees that are incurred by SEUSA in the collection of amounts due and payable hereunder.
- 4.8 Purchaser shall not back charge SEUSA, or offset against SEUSA invoices, for any costs or expenses, without the express written consent of SEUSA.
- 4.9 Customer may terminate any purchase order on 20 days written notice to SEUSA and payment of reasonable cancellation charges of SEUSA. Cancellation charges shall include time and expenses incurred at applicable rates, charges incurred from third parties as a result of such termination, and equipment re-stocking charges equal to Square D usual and customary re-stocking charges to its distributors. A \$450 minimum charge will apply to any services cancelled within 48 hours of the date service was scheduled to commence.
- 4.10 SEUSA shall have the right to suspend affected services pending resolution of disputes. All remedies of SEUSA are cumulative, and in addition to remedies available at law or in equity.

5.0 PRICE POLICY

- 5.1 Prices are subject to change without notice. Price adjustment clauses will be stated at the time of quotation and a copy will be included as part of the Quotation.

6.0 MINIMUM BILLING

- 6.1 The minimum billing for services performed on a single order will be four (4) hours charged at the applicable rate, but not less than \$450. The minimum billing for equipment supplied on a single order will be \$100, or such larger amount required by any affected third party vendor.

7.0 DELIVERY - RISK OF LOSS

- 7.1 Unless otherwise stated in the Quotation, all transportation costs shall be for the account of the purchaser and shall be added to the invoice. Equipment furnished by SEUSA, and purchaser's equipment repaired by SEUSA, shall be delivered to the purchaser F.O.B. SEUSA's Service Center. The purchaser shall deliver equipment to be repaired F.O.B. SEUSA's Service

Center. Title to and risk of loss or damage to any equipment furnished by SEUSA under the contract shall pass to the purchaser F.O.B. SEUSA's Service Center.

8.0 LAWS, REGULATIONS, PERMITS, LICENSES AND LOCAL ORDINANCES

- 8.1 The purchaser shall inform SEUSA of any special laws, regulations, or ordinances that the purchaser may be aware of and which shall affect the performance of the work or the supply of the equipment.
- 8.2 Unless specifically noted elsewhere in the Quotation, the purchaser shall be responsible for securing any and all licenses and/or permits, whether temporary or permanent in nature, required for the performance of the work.
- 8.3 SEUSA will be entitled to a reasonable adjustment in the contract price or time of performance for significant changes in any of the laws, regulations, or ordinances governing the work or the equipment, which shall occur after the issuance of the Quotation and affect the time or cost of performance.

9.0 WARRANTIES

- 9.1 SEUSA warrants, to the extent to which any of the same may be applicable, that (a) any equipment furnished by it or any work done by it on the purchaser's equipment or both shall be free of defects in workmanship and materials, (b) any specialized tools, equipment and instruments for the use of which a charge is made to the purchaser shall be adequate for the work to be performed and (c) the engineering services performed by it will be competent and any recommendations of its representatives shall reflect their best professional knowledge or judgment.
- 9.2 SEUSA shall, upon prompt written notice from purchaser, correct any failure to conform to any of the applicable foregoing warranties that may appear with a period of one (1) year after completion of the work, or shipment of the equipment, requiring correction under this warranty. Such correction may, in the case of Item 9.1 above and the election of SEUSA, be limited to the repair or replacement F.O.B. SEUSA's Service Center, of the defective equipment furnished by it. In the case of any other breach of the foregoing warranty, SEUSA shall furnish services or specialized tools, equipment and instruments, to the same extent as on the original work. It is understood and agreed that unless otherwise agreed to in writing by SEUSA, SEUSA assumes no responsibility with respect to the suitability of purchaser's equipment or with respect to any latent defects in the same. In no event shall SEUSA be responsible for providing working access to the defect, parts resulting in part from improper maintenance or operation of the equipment in a deteriorated condition. The condition of any tests shall be mutually agreed upon and SEUSA shall be notified of, and may be present at all tests that may be made.
- 9.3 The above warranties do not apply to equipment that has a life, under normal use, inherently shorter than the one (1) year period indicated above. On equipment not manufactured by Schneider Electric, SEUSA only extends the same warranty it receives from its supplier. SEUSA makes no warranties, express or implied with respect to such equipment and purchaser will look solely to the manufacturer for resolution of warranty issues.
- 9.4 SEUSA warrants that any engineering studies performed by it will conform to high professional standards. Any portion of the study that does not so conform shall be corrected by SEUSA upon notification in writing by purchaser within six (6) months after completion of the study, as purchaser's sole remedy.
- 9.5 All warranty work shall be performed on a single shift straight time basis Monday through Friday. In the event that the product requires correction of warranty items on an overtime schedule, the premium portion of such overtime shall be for the purchaser's account.
- 9.6 **THE FOREGOING WARRANTIES AND ANY ADDITIONAL WARRANTIES PROVIDED IN THE QUOTATION ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES WHETHER STATUTORY, EXPRESS OR IMPLIED (INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE), EXCEPT OF TITLE AND AGAINST PATENT INFRINGEMENT.**
- 9.7 The remedies provided above are the purchaser's sole remedies for any failure of SEUSA to comply with its obligations. Correction of any nonconformity in the manner and for the period of time provided above shall constitute complete fulfillment of all liabilities of SEUSA whether the claims of the purchaser are based in contract, in tort (including negligence) or otherwise with respect to or arising out of the work performed hereunder. **IN NO EVENT SHALL SEUSA, BY REASON OF ITS WARRANTY OBLIGATIONS OR OTHERWISE, BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND FROM ANY CAUSE, REGARDLESS OF THE BASIS OR FORM OF THE ACTION.**

10.0 LIABILITY

- 10.1 Neither party shall be liable or responsible for loss, damage, injury, or delay caused by conditions beyond that party's reasonable control, including but not limited to a) acts of God, b) acts of government agencies, c) strikes, d) labor disputes, e) fire, explosions or other casualties [unless caused or contributed to by the negligence or willful act of the party otherwise intended to be excused by this paragraph], f) thefts, g) riots, h) war, i) malicious mischief, or j) unavailability of repair material.
- 10.2 SEUSA shall have no liability under the Quotation for any injury, loss or damage caused directly or indirectly by any equipment or system not specifically covered by the Quotation.
- 10.3 Notwithstanding anything to the contrary contained herein, the maximum liability of SEUSA to the purchaser for any claim, loss, damage or injury for which SEUSA may be liable pursuant to the terms and conditions of the Quotation or the work performed by SEUSA or the materials supplied by SEUSA, shall not exceed the price of the equipment or work on which such liability is based.
- 10.4 Unless otherwise agreed to in writing by a fully authorized representative of SEUSA, services and equipment proposed in the Quotation are not intended for use in, or connection with, a nuclear facility or activity. If so used, for whatever reason, SEUSA shall not be liable for any damage, injury or contamination arising out of the supply of any products hereunder or the providing of any services hereunder, and purchaser shall indemnify SEUSA against any such liability, whether as a result of breach of contract, warranty, tort [including negligence] or otherwise.
- 10.5 Notwithstanding anything to the contrary contained herein, SEUSA, its contractors and suppliers of any tier, shall not be liable in contract, for loss of profits or revenue, loss of use of equipment or power system, cost of capital, cost of purchased or replacement power or temporary equipment (including additional expenses incurred in using existing facilities), claims of customers of the purchaser, or for any special, indirect, incidental, or consequential damages whether based in contract or in tort, including negligence or strict liability.

11.0 TIME ALLOWED FOR PERFORMANCE

- 11.1 The time allowed for performance of the work shall be as specified in the Quotation. It shall commence upon the execution of the contract by the purchaser and SEUSA, and shall be deemed duly met if the work is substantially completed within the time allowed within the Quotation.
- 11.2 If the equipment to be furnished by SEUSA under the terms of the proposal shall become temporarily or permanently unavailable for reasons beyond the control and without the fault of SEUSA, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent, thereof. In the case of permanent unavailability, SEUSA shall at purchaser's option either: (a) be excused from furnishing said equipment, or (b) be reimbursed by purchaser for the difference between the cost of the equipment unavailable and the cost of a reasonably available substitute thereof.
- Rev. Jan. 2010
- 11.3 SEUSA shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond SEUSA's reasonable control, including, but not limited to embargo or other governmental act, regulation, or request; accident; strike; slowdown; war; riot; delay in transportation; inability to obtain necessary labor, materials, or manufacturing facilities; acts of God; fire; and acts or omissions of the purchaser, owner or other contractors or subcontractors, or delays caused by the suppliers or subcontractors of SEUSA.

12.0 TAXES

- 12.1 The price listed in the Quotation does not include any duties, levies, sales, use, excise, or other similar taxes, unless specifically noted otherwise within the Quotation.
- 12.2 Purchaser shall pay, in addition to the stated price; all taxes legally required to be paid by purchaser or, alternatively, shall provide SEUSA with valid tax exemption certificates.

13.0 INSURANCE

- 13.1 Insurance coverage's in excess of SEUSA's standard coverage's and limits will only be furnished when specifically requested by purchaser and when detailed within the Quotation.
- 13.2 No credit will be given or premium paid by SEUSA for insurance afforded by others.

14.0 OCCUPATIONAL SAFETY AND HEALTH

- 14.1 The parties hereto [SEUSA and purchaser, owners, representatives, employees, agents, contractors, subcontractors, heirs, and assigns] agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of the Occupational Safety and Health Act, relating in any way to the project or project site.

15.0 ENTIRE AGREEMENT

- 15.1 The Quotation, complete with these Terms and Conditions of Supply and Performance, shall, upon acceptance, constitute the only and entire agreement between the parties, and supersedes any prior representations or understandings. Purchaser specifically acknowledges and agrees that any purchase order issued by Purchaser pursuant to the Quotation shall operate only to establish payment authority for Purchaser's internal accounting purposes. Any such purchase order issued by Purchaser shall not be considered as a counteroffer, addition, amendment, modification or other revision to the terms of the Quotation, and any terms or conditions contained in Purchaser's purchase order shall be of no force and effect in connection with the Quotation.
- 15.2 If any part, paragraph or portion of the Quotation, these Terms and Conditions of Supply and Performance, or the subsequent contract shall be found to be invalid by virtue of law or legal decision, the remainder of these terms and conditions shall not be affected, and shall remain fully in force, while the purchaser and SEUSA shall jointly seek to replace the invalid part, paragraph, or portion with an agreement having a legal, commercial, and economic effect as similar as possible to the invalid part, paragraph, or portion.

16.0 CHANGES

- 16.1 No change or modifications of any of the terms and conditions of supply and performance shall be binding upon SEUSA unless specifically accepted by SEUSA in writing. Change requests will be resolved and recorded on a Change Order signed by both parties prior to implementation.

Services Rates



Company: City of Moline	Date 9/19/2013
Attention:	Quote # CS20130919CM

We are pleased to offer this quotation for on-site service work. This rate sheet can be used to supplement any existing quotation or change order, including time and material jobs. The following rates are not valid unless a quotation number is included on this document, and are subject to change, based on a more-detailed work scope. This quotation is good for 60 days from the date shown.

Class or Title	Straight	Overtime	Premium	Emergency
In-shop Technician (or Senior Technician)	\$115.00	\$172.50	\$230.00	2X Applicable Rate
Field Service Engineer or Representative	\$150.00	\$225.00	\$300.00	2X Applicable Rate
Project Manager, Power System Engineer, or Application Engineer	\$200.00	\$300.00	\$400.00	2X Applicable Rate
Power Consultant or Principal Engineer	\$225.00	\$337.50	\$450.00	2X Applicable Rate

Work Classifications

Following are examples of work performed by Class/Title (including, but not limited to):

- *In-shop Technician (or Senior Technician):* C-5 Breaker Reconditioning
- *Field Service Engineer/Representative:* Equipment Startup, Breaker Replacements, Equipment Reconditioning, Testing
- *Project Manager/Power System Engineer/Application Engineer:* System Studies, Arc Flash Analysis, Electrical System Design, Project Management
- *Power Consultant or Principal Engineer:* Large/Complex Project System Design

Rates

Hourly rates apply to travel time, work time and any stand-by time. Travel time is calculated starting at the departure from the service engineer's location or factory to and from the job.

- **All Square D Services rates are quoted in U.S. dollars.**
- **Rates are not valid unless accompanied by a formal quotation.**
- **There is a \$500 minimum charge for all orders.**
The minimum billing for services performed on a single order will be four (4) hours charged at the applicable rate, but not less than \$500. The minimum billing for equipment supplied on a single order will be \$100, or such larger amount required by any affected third party vendor.
- **Square D Services reserves the right to apply cancellation charges for cancelled services, including time and expenses incurred at the applicable rates for the scheduled service.**
Cancellation charges shall include time and expenses incurred at applicable rates, charges incurred from third parties as a result of such termination, and equipment re-stocking charges equal to Square D usual and customary restocking charges to its distributors. A \$450 minimum charge will apply to any services cancelled within 48 hours of the date service was scheduled to commence.

Straight Time Rates – Any 8-hour period between the hours of 06:00 and 18:00 local time, Monday-Friday.

Overtime Rates – Work, travel and/or stand-by rates in excess of 8 hours but not exceeding 12 hours outside the normal (straight time) working hours (holidays excluded).

Services Rates



Premium Rates – Work, travel, and/or stand-by on Sundays and holidays and all time in excess of 12 hours on other days until there is an 8-hour break in the work schedule.

Emergency Rates – Two times (2X) any applicable rate. Applies to all **unscheduled work*** or work done under unusual circumstances causing Square D Services to interrupt their existing schedules. (*Unscheduled work is work not previously scheduled at least three (3) working days prior to the date required for work to commence, unless agreed to in writing.)

- 2X straight time 8-hour period is between 06:00 and 18:00, Monday-Friday
- 2X overtime for work in excess of 8 hours Monday-Friday and Saturday
- 2X premium of Sundays and holidays

Expenses

Travel – All travel and living expenses will be invoiced at cost plus 15%, except for airfare which will be subject to a 15% admin charge to a maximum of \$75.00.

Specialized Tools and Test Equipment – Small tools not normally required or carried by Square D Services will be invoiced at cost. Specialized test equipment will be invoiced at current rental rates, when required.

Material Mark-Up – Outsourced material will have a mark-up of 25% for scheduled work and 35% for unscheduled work. (*Unscheduled work is work not previously scheduled at least three (3) working days prior to the date required for work to commence, unless agreed to in writing.)

Payment Schedule

All invoices are net 30 days.

Proposal Acceptance

To accept this proposal
Issue a purchase order to:

Schneider Electric USA, Inc.
Attn: Charles Spann
10730 Pacific Street, Suite 217
Omaha, NE 68114
or fax to: (859) 372-1927
or email to: charles.spann@schneider-electric.com

Terms and Conditions

The work described in this proposal will be performed in accordance with the **Square D Services Terms and Conditions of Supply and Performance** (attached). No other terms and conditions shall apply and Square D Services specifically rejects any preprinted terms and conditions on customers purchase order.

Thank you for allowing Square D Services the opportunity to provide its products and services.

Submitted by: Charles Spann

Contact Information: (402) 321-1853

Attachment: Square D Services Terms and Conditions of Supply and Performance



U.S. - Harmonized

SUBJECT:	Equal Employment Opportunity	POLICY #:	E-143C
ISSUE DATE:	February 15, 2010	SUPERSEDES:	All Previous Policies
POLICY OWNER	Human Resources	REVIEW DATE	

PURPOSE:	<p>It is the policy of the Company to provide equal employment and advancements opportunities in the areas of recruiting, hiring, training, transferring, and promoting all qualified individuals regardless of race, religion, color, gender, disability, national origin, ancestry, age, military status, sexual orientation, marital status, or any other legally protected characteristic or conduct.</p> <p>Every effort shall be made to ensure that all employment decisions, Company programs and human resources actions are administered in conformity with the principle of equal employment opportunity.</p>
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SCOPE:	All employees of the Company.
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DISCLAIMER:	Nothing in this policy is intended to create an employment contract and does not in any way alter the at-will status of U.S. employees. The Company reserves the right to change this policy at any time, with or without warning to employees, and for any reason.
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DEFINITIONS:	"The Company" is defined as Schneider Electric and its entities in Canada, Costa Rica, Mexico, and the U.S.
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PROCEDURE/ POLICY:	<p>A copy of the Equal Employment Opportunity Policy is posted in the policy area of the intranet(s). The Equal Employment Opportunity Statement shall be posted annually in a conspicuous visible location to employees and applicants. This posting reaffirms our commitment to Equal Employment opportunities to our employees and applicants.</p> <p>It is the responsibility of all employees to assume a leading role</p>
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U.S. - Harmonized

SUBJECT:	Equal Employment Opportunity	POLICY #:	E-143C
ISSUE DATE:	February 15, 2010	SUPERSEDES:	All Previous Policies
POLICY OWNER	Human Resources	REVIEW DATE	

	<p>in making the Equal Employment Opportunity policy work effectively. To this end, employees are expected to bring EEO problems to the attention of their supervisor or a member of Human Resources. A member of the Human Resources team has been designated as the Equal Employment Opportunity (EEO) Coordinator for the Company.</p> <p>Management will establish and implement affirmative procedures and practices which ensure the objectives of equitable employment opportunity for all.</p> <p>Human Resources will promptly investigate the circumstances regarding a report of the violation of this policy. The investigation will be confidential, to the extent possible, consistent with the need to investigate the matter.</p> <p>This is the right of each and every employee, and management will ensure that there is no coercion, intimidation, retaliation or harassment of any employee who calls attention to such problems in good faith.</p> <p>Any employee involved in a violation of this policy will be subject to disciplinary action up to and including termination.</p>
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RESPONSIBILITY/ APPROVAL:	
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ATTACHMENTS:	Attachment A
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Equal Employment Opportunity Statement

February 15, 2010

TO: APPLICANTS AND EMPLOYEES

This Company is committed to the maximum utilization of all human resources and the goal of Equal Employment Opportunity. I wish to reaffirm that commitment and bring to the attention of all employees that these objectives are reflected in all aspects of our daily operations. We shall continue to recruit, hire, train, transfer and promote in all job titles without regard to race, religion, color, gender, disability, national origin, ancestry, age, military status, sexual orientation, marital status, or any other legally protected characteristic or conduct.

Every effort shall be made to ensure that all employment decisions, Company programs and human resource actions are administered in conformity with the principle of equal employment opportunity. Each of us has a responsibility to support these objectives and to ensure that this policy is fully implemented within our organization. To this end, employees are expected to bring EEO problems to the attention of their supervisor or the Human Resources Department. This is the right of each and every employee, and management will ensure that there is no coercion, intimidation, or harassment of any employee who calls attention to such problems in good faith.

Just as we all share the responsibility for meeting the challenges of our business objectives, each of us must assume a leading role in making our Equal Employment Policy work effectively.

A handwritten signature in black ink that reads "Christopher B. Curtis".

Christopher B. Curtis



P.O. Box 7231
St. Louis, MO 63177-1231

Effective June 1, 2012

**POLICY STATEMENT FOR EQUAL EMPLOYMENT
OPPORTUNITY AND AFFIRMATIVE ACTION PROGRAM**

Graybar Electric Company, Inc. has been and will continue to be committed to a policy of affording equal opportunity to all employees and applicants in accordance with all applicable laws and regulations of federal, state and local governments. Specifically, this policy provides for the treatment of all employees and applicants for employment without unlawful discrimination based on race, color, religion, creed, sex, national origin, age, disability, ancestry, family care status, veteran status, marital status, sexual orientation, membership or activity in a local human rights commission, or status with regard to public assistance or any other lawfully protected status.

The Company will make reasonable accommodations for qualified individuals with known disabilities unless doing so would result in an undue hardship. The Company prohibits harassment of any individual on the basis of any characteristic listed above. For information regarding the Company's internal policies for addressing complaints of harassment, please refer to the Company's Non-Discrimination and Harassment-Free Workplace Policy.

Employees with questions or concerns about any type of discrimination in the workplace are encouraged to bring these issues to the attention of their immediate supervisor, Director Human Resources, Manager Human Resources, or Jami Boyles, the Director of Employment Practices & Policy (at 314-573-9200). Employees can raise concerns and make reports without fear of reprisal, harassment, intimidation, threats, coercion or discrimination because they: (1) file a complaint with the Company or with federal, state, or local agencies; (2) assist or participate in any investigation, compliance review, hearing, or any other activity related to the administration of any federal, state or local equal employment opportunity or affirmative action statute; (3) oppose any act or practice made unlawful by federal, state or local law requiring equal employment opportunity or affirmative action; or (4) exercise any other employment right protected by federal, state or local law or its implementing regulations.

The management of Graybar has a continuing program of affirmative action to accelerate the achievement of the Company's equal opportunity goals. Our program includes preparation of an Affirmative Action Plan annually, including a plan for disabled persons and veterans that is available for your review between 8:00 a.m. and 5:00 p.m. Monday-Friday through the Director Human Resources, the Manager Human Resources, or the Director Employment Practices and Policy.

Graybar's Affirmative Action Program has the full support of the Senior Vice President-Human Resources who has assigned the responsibility of recording and monitoring to the Director Employment Practices and Policy. Responsibility for implementation at district, branch, zone, and service center locations is delegated to the Director Human Resources.

K. M. MAZZARELLA
President and CEO

Council Bill/General Ordinance No.: 3034-2013
Sponsor: _____

AN ORDINANCE

AMENDING Chapter 20 "MOTOR VEHICLES AND TRAFFIC," of the Moline Code of Ordinances, Appendix 10 thereof, "PARKING PROHIBITED AT ANY TIME," by including 50th Avenue, on the north side, between 48th Street A and 50th Street.

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

Section 1 – That Chapter 20, "MOTOR VEHICLES AND TRAFFIC" of the Moline Code of Ordinances, Appendix 10 thereof, "PARKING PROHIBITED AT ANY TIME," is hereby amended by including 50th Avenue, on the north side, between 48th Street A and 50th Street.

Section 2 – That pursuant to Section 1-1107 of the Moline Code of Ordinances, any person, firm or corporation violating any of the provisions of this Ordinance shall be fined not more than seven hundred fifty dollars (\$750.00) for each offense.

Section 3 – That this ordinance shall be in full force and effect from and after its passage and 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/General Ordinance No. 3035-2013
Sponsor: _____

AN ORDINANCE

AMENDING Chapter 4, "ALCOHOLIC LIQUOR," of the Moline Code of Ordinances, by repealing Section 4-3304 (c) in its entirety and enacting in lieu thereof one new Section 4-3304 (c) dealing with the same subject matter.

WHEREAS, the Local Liquor Control Commissioner and City staff have determined that certain amendments to the City's liquor code will improve related existing application procedures and help to increase business within the City; and

WHEREAS, an amendment to Section 4-3304 (c) will make the required distance between a Class C, Class CC or Class CCC be not less than 100 feet from any church, school, other than an institute of higher learning, hospital, home for aged or indigent persons of for veterans, their spouses or children, any military or naval station. The distance of 100 feet shall be measured from the nearest part of the licensee's building to the nearest part of a church, school, other than an institute of higher learning, hospital, home for aged or indigent persons of for veterans, their spouses or children, any military or naval station.

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

Section 1 – That Chapter 4, "ALCOHOLIC LIQUOR," of the Moline Code of Ordinances, 4-3304 (c), "CLASS C PACKAGED SALES ONLY- PRIMARY LICENSE; CLASS CC PACKAGED SALES ONLY- SECONDARY LICENSE AND CLASS CCC PACKAGED SALES BEER AND WINE ONLYSECONDARY," is hereby amended by repealing subsection (c) in its entirety and enacting in lieu thereof one new subsection (c), which shall read as follows:

**"SEC. 4-3304. CLASS C PACKAGED SALES ONLY- PRIMARY LICENSE;
CLASS CC PACKAGED SALES ONLY- SECONDARY LICENSE
AND CLASS CCC PACKAGED SALES BEER AND WINE
ONLY SECONDARY.**

* * * * *

(c) A Class C, Class CC or Class CCC license may not be located within one hundred (100) feet of any church, school, other than an institution of higher learning, hospital, home for aged or indigent persons or for veterans, their spouses or children, any military or naval station. The distance of one hundred (100) feet shall be measured from the nearest part of the licensee's building to the nearest part of a church, school, other than an institution of higher learning, hospital, home for aged or indigent persons or for veterans, their spouses or children, any military or naval station."

* * * * *

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

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____
City Clerk

Approved as to Form:

City Attorney

Sponsor: _____

AN ORDINANCE

AMENDING Chapter 4, “ALCOHOLIC LIQUOR,” of the Moline Code of Ordinances, by repealing Section 4-3208 (e) in its entirety and enacting in lieu thereof one new Section 4-3208 (e) dealing with the same subject matter and adding subsection (h).

WHEREAS, the Local Liquor Control Commissioner and City staff have reviewed liquor licensing fees and have determined that the last change to annual fees was in 2002; and

WHEREAS, an amendment to Section 4-3208 (e) will increase the annual fees from \$1200.00 annually to \$1300.00 annually for Class A, Class B, Class C, Class CC, Class CCC, Class D, Class E and Class G licenses; and

WHEREAS, enacting a new subsection (h) will enact a duplicate license fee in the amount of \$25.00 for licenses that have been lost, stolen or destroyed.

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

Section 1 – That Chapter 4, “ALCOHOLIC LIQUOR,” of the Moline Code of Ordinances, 4-3208(e), “LICENSE FEES,” is hereby amended by repealing Section 4-3208 (e) in its entirety and enacting in lieu thereof one new Section 4-3208 (e, which shall read as follows:

“SEC. 4-3208. LICENSE FEES.

* * * * *

(e) The annual fees for the various classes of licenses to be issued pursuant to this division as well as the fees for various local options shall be as follows:

Classification	Description	Annual Fee - 2014	Annual Fee - 2015
Class A	Restaurant	\$ 1,300.00	\$ 1,400.00
Class AA	Restaurant-Beer & Wine Only	\$ 700.00	\$ 700.00
Class B	Tavern	\$ 1,300.00	\$ 1,400.00
Class C	Packaged Sales Only-Primary	\$ 1,300.00	\$ 1,400.00
Class CC*	Packaged Sales Only-Secondary	\$ 1,300.00	\$ 1,400.00
Class CCC	Packaged Sales Beer and Wine		
	Only- Secondary	\$ 1,300.00	\$ 1,400.00
Class D	Clubs/Fraternal Organizations	\$ 1,300.00	\$ 1,400.00
Class E	Rental Hall	\$ 1,300.00	\$ 1,400.00
Class F	Hotel/Motel	\$ 1,300.00	\$ 1,400.00
Class FF	Hotel/Motel Limited	\$ 700.00	\$ 700.00
Class G	Bowling Center	\$ 1,300.00	\$ 1,400.00
Class H	Civic Center	\$ 6,800.00	\$ 6,800.00
Class I	Special Event	\$ 25.00 / Day	\$ 25.00 / Day
Class J	Park Concession	\$ 250.00	\$ 250.00

Options	Description	Annual Fee	Classification Eligible
Option I	Outdoor Use	\$ 100.00	A, AA, B, D, E, F, FF, G, H
Option II	Additional Bar Station	\$ 400.00	A, AA, B, D, E, G
Option III	Caterer's Retail	\$ 350.00	A, AA, CC*
Option IV	Restaurant Alternate	\$ 400.00	A, AA
Option V	Extended Hours-3 a.m. Tavern	\$ 1000.00	A, AA,B
Option VI	Retailer's Off-Site Special Use	\$ 100.00	A, AA, B, D, F

*Class CC licensed premises must be over 10,000 square feet"

Section 2 – That Chapter 4, “ALCOHOLIC BEVERAGES,” of the Moline Code of Ordinances, Section 4-3208, “LICENSE FEES,” subsection (h), is hereby added, which shall read as follows:

* * * * *

“(h) A fee of \$25.00 shall be paid by any licensee for any duplicate license for licenses that have been lost, stolen or destroyed.”

* * * * *

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/Ordinance No.: 4048-2013

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 Tyson's Run with the Nations 5K Race to be held on Saturday, October 19, 2013.

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

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

Saturday, October 19, 2013, from 7:00 a.m. until 11:30 a.m.

- All lanes of the East-West alley between 12th & 13th Street, south of 4th Avenue
- All lanes of 12th Street from the southernmost side of 5th Avenue to the northernmost side of River Drive
- All lanes of River Drive from the westernmost side of 1st Street to the westernmost side of 19th Street

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

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

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

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____
City Clerk

Approved as to form:

City Attorney

Council Bill/Ordinance No.: 4049-2013

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 Dad's Club Halloween Parade scheduled for Sunday, October 20, 2013.

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:

Sunday, October 20, 2013, from 1:45 p.m. to 3:30 p.m.

All lanes of Avenue of the Cities from 3600 Avenue of the Cities to the westernmost side of 53rd Street
Westernmost southbound lane of 53rd Street from the southernmost side of Avenue of the Cities to the entrance of K-Mart Parking Lot

It shall be an offense to use said roadways for vehicular purposes during the 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. 4050-2013

Sponsor: _____

A SPECIAL ORDINANCE

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 2113 6th Avenue, Moline, to Pablo Reyna and Cathy Reyna.

WHEREAS, the City acquired this property in May 1997 via quit claim deed from the prior owners after they failed to demolish or rehabilitate the dangerous structure (house) on the property; and

WHEREAS, as authorized by the City Council on May 27, 1997, the City demolished the dangerous structure (house) located on the property; and

WHEREAS, this property was declared surplus by the City Council on September 17, 2013, in Council Bill 1144-2013; and

WHEREAS, the neighboring property owners, Pablo Reyna and Cathy Reyna, have indicated a willingness to acquire the property; and

WHEREAS, the sale of this property will lower the City's property maintenance expenses and increase the property tax base in the future; and

WHEREAS, disposal of this surplus property by negotiated sale to Pablo Reyna and Cathy Reyna, neighbors, is the most advantageous disposition to the City.

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

Section 1 -That the Mayor and City Clerk are hereby authorized to execute an Agreement for Sale of Real Estate concerning 2113 6th Avenue, Moline, Illinois, with Pablo Reyna and Cathy Reyna, and do all things necessary to convey said property to Mr. and Mrs. Reyna in return for payment of \$1,000.00, 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 2 - That this ordinance shall not constitute a repeal of any or all ordinances or resolutions in conflict herewith but shall be construed as a one-time variance with regard to such conflicting ordinances or resolutions.

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

AGREEMENT FOR SALE OF REAL ESTATE

AGREEMENT, by and between **PABLO REYNA** and **CATHY REYNA**, individually, and as husband and wife, (hereinafter "**Buyers**"), whose address is 2117 6th Avenue, Moline, Illinois, and **CITY OF MOLINE, ILLINOIS**, a municipal corporation, (hereinafter "**Seller**"), located at 619 16th Street, Moline, Illinois.

WITNESSETH:

WHEREAS, the Buyers have offered to buy and the Seller is willing to sell the real property more particularly described in **Schedule A** attached hereto and incorporated herein (hereinafter "Property"), and commonly known as 2113 6th Avenue, Moline, Illinois;

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

Sec. 1. PURCHASE PRICE

Subject to all terms, covenants and conditions of the Agreement, the Buyers will purchase the Property from the Seller, and the Seller will sell the Property to the Buyers and pay therefore the amount of **One Thousand and No/100ths Dollars (\$1,000.00)** (hereinafter "Purchase Price") payable by certified cashier's check to Seller at time of closing.

Sec. 2. CLOSING AND POSSESSION

Closing shall be on or before **the 18th day of October, 2013**, or on such other date as the parties hereto may mutually agree to in writing. Closing shall take place at the office of the closing agent mutually acceptable to Buyers and Seller, and Buyers shall accept the conveyance and pay the Purchase Price to the Seller at such time and place.

Sec. 3. CONVEYANCE OF PROPERTY

(a) Form of Deed. The Seller shall convey title to the Property by standard Quit Claim Deed ("Deed") provided, however, that Seller hereby represents that Seller knows of no fault or defect, whether environmental or otherwise. The conveyance and title of the Property shall, in addition to other conditions, covenants and restrictions set forth or referred to elsewhere in the Agreement, be subject to:

1. Applicable statutes, orders, rules and regulations of the Federal Government and State of Illinois, and laws and ordinances of the City of Moline, including zoning, building, and land subdivision laws and regulations; and
2. All easements of record; and



3. Matters that would be revealed by an ALTA survey of the Property.
- (b) Proration of Taxes and Adjustments.
1. Seller shall pro-rate general real estate taxes for the current tax year at time of closing; and
 2. There are no leases for the subject Property requiring a credit for deposits or proration of rents.
- (c) Expenses of Transfer. Buyers shall pay: (1) Recording fees for deed and mortgages, if any; (2) Cost of Buyers' abstracting or mortgage title insurance policy as required. Each party shall be responsible for his or her own attorney fees and customary closing costs. Closing costs do not ordinarily include charges incident to the Buyers' financing, and such charges shall be paid by Buyers.
- (d) Settlement Procedures. To the extent the subject transaction is covered by its provisions, the parties agree to comply with the Real Estate Settlement Procedures Act of 1974 (RESPA).
- (e) Affidavit of Foreign Status. Seller will sign an affidavit that Seller is not a "foreign person" under the Internal Revenue Act of 1862, as amended.
- (f) Special Assessments. Seller will be responsible for all special assessments levied as of the date the City Council of the City of Moline approves this sale. Buyers are responsible for all special assessments levied after that date.
- (g) Unrecorded Liens, Assessments, Security Interests. Seller represents that there will be no unrecorded liens, assessments, or Uniform Commercial Code Security Interests against any of the Property which will not be satisfied out of the sale price. If any representation above is untrue on the closing date, the Agreement may be terminated by Buyers.

Sec. 4. PROPERTY CONDITION AND CERTAIN OTHER ACTION BY BUYERS

- (a) Property Condition. Buyers acknowledge that the Buyers have visually inspected the real estate and the improvements thereof; the Buyers are acquainted with the condition thereof and the Buyers shall accept the Property as-is.
- (b) Utility Payments. Utility payments, including but not limited to, water, sewer, storm sewer, electricity, and gas bills, if any will be paid by Seller up to the date of closing. After closing all such utility payments shall be the responsibility of Buyers.
- (c) Future Accessory Structure. Buyers are on notice that if, at any time after Buyers become the title holders to this property, they desire to build an accessory structure on the property, a **Unity of Title document must be executed and recorded. Under the Moline**

Code of Ordinances, an accessory structure may not be built on a parcel without a primary structure. The Unity of Title would be a covenant on the land and would bind all successive owners of the property.

**Sec. 5. COVENANTS BINDING UPON SUCCESSORS IN INTEREST:
PERIOD OF DURATION**

It is intended and agreed that any covenants provided in this Agreement shall be covenants running with the land binding to the fullest extent permitted by law and equity for the benefit and in favor of and enforceable by, the Buyers, their successors and assigns, the Buyers, and any successor in interest to the Property, or any part thereof.

Sec. 6. PROVISIONS NOT MERGED WITH DEED

No provision of this Agreement is intended to or shall be merged by reason of any deed transferring title to the Property from the Seller to the Buyers or any successor in interest, and any such deed shall not be deemed to affect or impair the provisions and covenants of this Agreement.

Sec. 7. ENTIRE AGREEMENT

This Agreement and its Exhibits contain the entire agreement among the parties, and supersedes all prior agreements or other understandings, oral or written, not expressly retained herein. It shall inure to the benefit of, and shall be binding upon the parties hereto and their respective successors or assigns. This Agreement may be modified only by a written amendment signed by all of the parties.

Sec. 8. APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Illinois, and the sole and exclusive venue for any disputes arising out of this Agreement shall be any state court located within Rock Island County, Illinois, or federal court located within the appropriate venue. A waiver of any part of this Agreement shall be limited to that specific event and shall not be a waiver of the entire Agreement.

Sec. 9. SEVERABILITY

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

Sec. 10. ASSURANCE OF FURTHER ACTION

From time to time hereafter and without further consideration, each of the parties to this Agreement shall execute and deliver, or cause to be executed and delivered, such Recordable Memoranda, further instruments, and agreements, and shall take such other actions, as any other

party may reasonably request in order to more effectively memorialize, confirm, and effectuate the intentions, undertakings, and obligations contemplated by this Agreement.

Sec. 11. ACCEPTANCE

Until accepted by the Seller, this document constitutes an irrevocable offer to purchase on the terms stated above. Buyers' offer to buy herein shall be irrevocable to and including October 15, 2013. If not so approved by the Seller, through its City Council, by October 15, 2013, this offer and Agreement shall be void.

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

IN WITNESS WHEREOF, **Pablo Reyna** and **Cathy Reyna**, individually, and as husband and wife, Buyers, have caused this Agreement for Sale of Real Estate to be executed this 24th day of September, 2013.

Pablo Reyna
Pablo Reyna, Buyer

Cathy Reyna
Cathy Reyna, Buyer

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

On this 24th day of September, 2013, before me, the undersigned, a Notary Public in and for the State of Illinois, personally appeared Pablo Reyna and Cathy Reyna, executing the within and foregoing instrument to which this is attached; that they signed said instrument as Buyers; and acknowledged the execution of said instrument to be their voluntary act and deed.

(seal)

Amy J Saunders
NOTARY PUBLIC



IN WITNESS WHEREOF, The City of Moline, Seller, has caused this Agreement for Sale of Real Estate to be duly executed in its name and on behalf by Scott Raes, its Mayor, this _____ day of _____, 2013.

City of Moline (Seller)

Attest:

Scott Raes, Mayor

Tracy A. Koranda, City Clerk

Approved as to form:

Maureen E. Riggs, City Attorney

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

On this _____ day of _____, 2013, before me, the undersigned, a Notary Public in and for the State of Illinois, personally appeared SCOTT RAES and TRACY A. KORANDA, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Moline, executing the within and foregoing instrument to which this is attached; that said instrument was signed (and sealed) on behalf of (the seal affixed thereto is the seal of said corporation) as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

(seal)

NOTARY PUBLIC

Prepared by:

Amy L. Keys
Deputy City Attorney
City of Moline
619 16th Street
Moline, IL 61265
Phone: (309) 524-2021
Fax: (309) 524-2020

SCHEDULE A

THE EAST FORTY FEET (E 40') BEING THE EAST HALF (E ½) OF LOT NUMBER SIX (6) IN BLOCK NUMBER FOUR (4) IN THAT PART OF THE CITY OF MOLINE KNOWN AS AND CALLED, EDWARDS' (FIRST) ADDITION, AS SAID LOT IS KNOWN AND DELINEATED UPON THE RECORDED PLAT OF SAID ADDITION, SITUATED IN THE COUNTY OF ROCK ISLAND AND STATE OF ILLINOIS.

Council Bill No./Special Ordinance No. 4051-2013

Sponsor: _____

A SPECIAL ORDINANCE

GRANTING a variance to Section 28-3200(a) of the Moline Code of Ordinances to delay installation of a sidewalk for property located at 5531-5537 38th Avenue.

WHEREAS, the owner of the property addressed as 5531-5537 38th (parcel # 0713098) Avenue has requested a variance from installing sidewalk; and

WHEREAS, City standards require sidewalk installation along all streets at the time a lot is developed; and

WHEREAS, the City Council has identified a lack of right-of-way to accommodate a public sidewalk which constitutes a hardship on the subject property.

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

Section 1 - That this Council hereby finds and declares upon the recommendation of its Committee-of-the-Whole on October 1, 2013, that it is in the best interest of the City of Moline, Illinois, to grant a variance to Sec. 28-3200(a) of the Moline Code of Ordinances for the following described territory to allow the owner of 5531-5537 38th Avenue to delay installation of sidewalk along its frontage until such time that it is deemed necessary by the City to place sidewalk at this location.

Lots 17 and 18 of Section 1 of Subdivision of Outlot G of Homewood Fifth Addition, situated in Rock Island County, State of Illinois.

Section 2 - That this ordinance shall not constitute a repeal of any or all ordinances or resolutions in conflict herewith but shall be construed as a one-time variance with regard to such conflicting ordinances or resolutions.

Section 3 - That this ordinance is an exercise of the City's home rule powers granted to it by virtue of Article VII, Section 6 of the 1970 Illinois Constitution and shall therefore take precedence over any conflicting State Statutes or rules.

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.

Council Bill No./Special Ordinance No. 4051-2013

Sponsor: _____

Page 2

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____
City Clerk

Approved as to Form:

City Attorney