



MOLINE CITY COUNCIL AGENDA

Tuesday, January 13, 2015

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

Invocation – Alderman Parker

Roll Call

Consent Agenda

All items under the consent agenda will be enacted by one motion. There will be no separate discussions of these items unless a Council Member so requests, in which case, the item will be moved from the Consent Agenda and considered as the first item after the Omnibus Vote.

COUNCIL MEMBER	PRESENT	ABSENT
Knaack		
Parker		
Triebel		
Zelnio		
Turner		
Schoonmaker		
Liddell		
Acri		
Mayor Raes		

Approval of Minutes

Committee-of-the-Whole and Council meeting minutes of January 6, 2015.

Resolutions

1. Council Bill/Resolution 1002-2015

A Resolution authorizing the Mayor and City Clerk to execute Licensing Agreements for 2015 Special Event approved applications for use of the public right-of-way, and on City property known as Bass Street Landing Plaza, the Historic Block Courtyard, and Parking Lot U; and amplified sound during 2015 approved Special Events to no later than 10:00 p.m. daily on City property known as Bass Street landing Plaza; 10:00 p.m. Sundays through Thursdays and no later than 11:00 p.m. Fridays and Saturdays and Parking Lot U; and; amplified sound during 2015 approved Special Events to no later than 10:00 p.m. Sundays through Thursdays and 12:00 midnight Fridays and Saturdays on City property known as the Historic Block Courtyard.

Explanation: This resolution will streamline the Special Events procedure and provide efficient customer service. Each individual street closure and highway permit will continue to be presented to the Council for approval. Security issues, traffic detail, insurance requirements, and all essential licenses will continue to be reviewed and approved by the Special Events Committee. Additional documentation attached.

Fiscal Impact: N/A

Public Notice/Recording: N/A

2. Council Bill/Resolution 1003-2015

A Resolution authorizing the Mayor and City Clerk to execute a contract with Miller Trucking & Excavating, Inc. for Project #1234, Demolition 1221 5th Avenue, in the amount of \$59,500.00.

Explanation: Bids were solicited with Miller Trucking & Excavating, Inc. submitting the lowest responsible and responsive bid. Additional documentation attached.

\$59,500.00	Miller Trucking & Excavating, Inc.
\$68,200.00	Valley Construction Company
\$85,960.00	H. Coopman Trucking & Excavating, Inc.
\$128,400.00	Lester Construction, Inc.

Fiscal Impact: \$59,500.00 from General Fund Contingency

Public Notice/Recording: N/A

Omnibus Vote
Items Not On Consent
First Reading Ordinances

OMNIBUS VOTE		
Council Member	Aye	Nay
Parker		
Triebel		
Zelnio		
Turner		
Schoonmaker		
Liddell		
Acri		
Knaack		
Mayor Raes		

3. Council Bill/General Ordinance 3001-2015

An Ordinance amending Chapter 21, “NUISANCES IN GENERAL,” of the Moline Code of Ordinances, by repealing Section 21-1100(7), “Noises,” in its entirety and enacting in lieu thereof one new Section 21-1100(7) relating to the same subject matter.

Explanation: The noise performance standards contained in Chapter 35, “Zoning and Land Development,” of the Moline Code of Ordinances, have been updated to meet modern specifications and sound-measuring instruments. Chapter 21 of the Code, “Nuisances in General,” also contains a definition for noises at Section 21-1100(7). To strengthen the enforcement of both chapters, clarification is needed as to the requirements of each chapter. City staff wishes to adopt this ordinance to effect that clarification and to further the City’s goal of protecting the public health, safety and welfare of its residents.

Fiscal Impact: N/A
Public Notice/Recording: Pamphlet Publication

4. Council Bill/General Ordinance 3002-2015

An Ordinance amending Chapter 22, “OFFENSES – MISCELLANEOUS,” of the Moline Code of Ordinances, by repealing Section 22-1105 in its entirety and enacting in lieu thereof one new Section 22-1105 relating to the same subject matter.

Explanation: Pursuant to Illinois State law, effective January 1, 2014, the distribution of alternative nicotine products to persons under 18 years of age is prohibited. The State defines an “alternative nicotine product,” in part, as a product or device that does not consist of or contain tobacco and that provides for nicotine ingestion into the body by chewing, smoking, absorbing, dissolving, inhaling, snorting, sniffing, or by any other means. These products include electronic cigarettes, also known as e-cigarettes. Section 22-1105 of the Moline Code of Ordinances contains numerous provisions regarding tobacco products, tobacco accessories and smoking herbs, including prohibited sale to, and prohibited purchase or possession of any such products by any person under the age of 18, and penalties for violation of same. City staff wishes to amend Section 22-1105 to include the State’s definition of alternative nicotine product and provisions for prohibited sale to, and prohibited purchase or possession of any such products by any person under the age of 18, and penalties for violation of same. Adoption of this ordinance will mirror the State’s regulations and aid in furthering the City’s goal of protecting the public health, safety and welfare of its residents.

Fiscal Impact: N/A
Public Notice/Recording: Pamphlet Publication

5. Council Bill/Special Ordinance 4001-2015

A Special Ordinance granting the catering of food and alcohol on City property known as the Bass Street Landing Plaza, the Historic Block Courtyard, and Parking Lot U, for 2015 Special Event approved applications.

Explanation: State statute requires a municipality to authorize catering of food and alcohol at events that take place on municipal property. In an effort to streamline the coordination of special events, and to provide efficient customer service, City staff requests this approval for 2015 Special Event approved applications. Staff will continue to approve security issues, traffic detail, insurance requirements, and all essential licenses. Additionally, permission from the Local Liquor Control Commissioner must also be sought to serve alcohol on these premises.

Fiscal Impact: N/A
Public Notice/Recording: N/A

6. Council Bill/Special Ordinance 4002-2015

A Special Ordinance awarding certain contracts for treatment chemicals to be used by the Department of Public Works for the calendar year 2015; and authorizing the Utilities General Manager to execute the necessary contract documents for purchase of said chemicals in the quantities needed. (Greg Swanson, Utilities General Manager)

Explanation: City staff recommends awarding the annual contracts to the lowest responsive and responsible bidders that meet specifications for each treatment chemical. In the case of polymers and polyphosphate, staff recommends continued use of water treatment chemicals from the current vendors, until such time as bench and plant-scale testing determines that satisfactory performance can be obtained from alternate treatment chemicals procured at a lower cost and until any related operating permit changes have been authorized by the Illinois Environmental Protection Agency. Additional documentation attached.

Fiscal Impact: Funds are budgeted in #310-1712-434.06-33, #320-1832-433.06-33 and #320-1833-433.06-33, Chemical Supplies.

Public Notice/Recording: N/A

Miscellaneous Business (if necessary)

Public Comment

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

Executive Session (if necessary)

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute Licensing Agreements for 2015 Special Event approved applications for use of the public right-of-way, and on City property known as Bass Street Landing Plaza, the Historic Block Courtyard, and Parking Lot U; and

AUTHORIZING amplified sound during 2015 approved Special Events to no later than 10:00 p.m. daily on City property known as Bass Street Landing Plaza; and

AUTHORIZING amplified sound during 2015 approved Special Events to no later than 10:00 p.m. Sundays through Thursdays and no later than 11:00 p.m. Fridays and Saturdays on City property known as Parking Lot U; and

AUTHORIZING amplified sound during 2015 approved Special Events to no later than 10:00 p.m. Sundays through Thursdays and 12:00 midnight Fridays and Saturdays on City property known as the Historic Block Courtyard.

WHEREAS, it is the desire of City staff to streamline the coordination process for special events and provide efficient customer service by approving this procedure; and

WHEREAS, each individual street closure and highway permit will continue to be presented to the Council for approval; security issues, traffic detail, insurance requirements, and all essential licenses will continue to be reviewed and approved by the Special Events Committee.

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

That the Mayor and City Clerk are hereby authorized to execute Licensing Agreements for 2015 Special Event approved applications for use of the public right-of-way, and on City property known as Bass Street Landing Plaza, the Historic Block Courtyard, and Parking Lot U; provided, however, that said agreements are in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit A and have been approved as to form by the City Attorney.

BE IT FURTHER RESOLVED that the City Council hereby approves amplified sound during 2015 approved Special Events to no later than 10:00 p.m. daily on City property known as Bass Street Landing Plaza.

BE IT FURTHER RESOLVED that the City Council hereby approves amplified sound during 2015 approved Special Events to no later than 10:00 p.m. Sundays through Thursdays and 11:00 p.m. Fridays and Saturdays on City property known as Parking Lot U.

BE IT FURTHER RESOLVED that the City Council hereby approves amplified sound during 2015 approved Special Events to no later than 10:00 p.m. Sundays through Thursdays and 12:00 midnight Fridays and Saturdays on City property known as the Historic Block Courtyard.

CITY OF MOLINE, ILLINOIS

Mayor

January 13, 2015

Date

Passed: January 13, 2015

Approved: January 27, 2015

Attest: _____

City Clerk

Approved as to Form:

City Attorney

LICENSEE: *2015 Special Event*

LICENSING AGREEMENT

PARTIES: The LICENSOR is the City of Moline, Illinois, a municipal corporation, hereinafter called the CITY.

The LICENSEE is *2015 Special Event* hereinafter called the LICENSEE.

PREMISES: *Public right-of-way or council adopted street closure*

USE: LICENSEE shall be allowed only to: Use a public roadway, other right-of-way, and City property for the festival/parade/race event.

INTEREST LICENSEE acquires only the right to: Use a public roadway, other right-of-way, and City property in conjunction with the *2015 Special Event*.

The Licensing Agreement is not assignable without prior written approval of the CITY and the LICENSEE shall give the CITY at least twenty-one (21) days notice in writing of the intention to assign. If assignment is made without notice and approval, the CITY, in addition to any remedies for breach hereof, may hold the LICENSEE responsible for all things to be done, fees to be paid and documents to be filed under the terms hereof. No proprietary, ownership, possessory, possessatory, or other rights, except as specifically given herein, are to be acquired by the LICENSEE.

TERM: *The term of this Licensing Agreement is from:*

date and time of Council approved street closure or use of City Property (Bass Street, Historic Block Courtyard, or Parking Lots J, M, N, P, T, U, W and Y.)

FEE: The usage charge is waived.

CONDITIONS: LICENSEE shall indemnify and hold the CITY harmless from all acts in connection with use or misuse of the premises, and from any/all accidents on the premises. The LICENSEE shall procure, at its own expense, an Insurance Policy also **naming the CITY as additional insured** to protect the CITY from all damages to person or property on the premises resulting from accidents on the premises and also **naming the STATE OF ILLINOIS as an additional insured, if applicable**. Said policy or certificate shall be deposited with the CITY prior to the event and shall be in an amount not less than \$_____, and **shall contain language satisfactory to the City of Moline**, pursuant to Chapter 6, Section 2104, of the Moline Code of

Ordinances.

LICENSEE shall be the primary insured.

LICENSEE shall have the duty and responsibility to maintain the premises in a safe and neat condition, as determined by the CITY.

Upon termination of the Licensing Agreement, LICENSEE shall restore the premises to its condition prior to issuance of Licensing Agreement, or property on the premises shall become the property of the CITY - at the CITY' s option.

Any construction on the premises shall be done under the direction of the CITY. The CITY and its authorized agents shall have the right to enter upon the premises for municipal purposes.

LICENSEE:

2015 Special Event Coordinator

By: _____

Address and Telephone:

Date: _____

CITY OF MOLINE, ILLINOIS:

By: _____
Mayor

Attest: _____
City Clerk

Approved as to Form:

City Attorney

Council Bill/Resolution No. 1003-2015

Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute a contract with Miller Trucking & Excavating, Inc. for Project #1234, Demolition 1221 5th Avenue, in the amount of \$59,500.00.

WHEREAS, bids were publicly read on December 16, 2014; and

WHEREAS, bids were solicited with Miller Trucking & Excavating, Inc. submitting the lowest responsible and responsive bid; and

WHEREAS, sufficient funds are available.

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

That the Mayor and City Clerk are hereby authorized to execute a contract with Miller Trucking & Excavating, Inc. for Project #1234, Demolition 1221 5th Avenue, in the amount of \$59,500.00; provided, however, that said contract is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit A and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

Mayor

January 13, 2015

Date

Passed: January 13, 2015

Approved: January 27, 2015

Attest: _____
City Clerk

Approved as to Form:

City Attorney

CITY OF MOLINE CONTRACT

THIS AGREEMENT, made and concluded this _____ day of _____, A.D., 2015, between **MILLER TRUCKING & EXCAVATING, INC.** of **3303 JOHN DEERE ROAD, SILVIS, IL 61282**, hereinafter referred to as the “CONTRACTOR,” and the CITY OF MOLINE, ILLINOIS, hereinafter referred to as the “CITY;”

WITNESSETH, that the CONTRACTOR for and in consideration of the payments to be made to it by the CITY in the amount of **FIFTY NINE THOUSAND FIVE HUNDRED AND 00/100 (\$59,500.00) DOLLARS**, hereby covenants and agrees, to and with the CITY, that it shall and will in good and workmanlike manner, furnish all the labor and material for **PROJECT #1234, DEMOLITION 1221 5TH AVENUE** as set out in the plans and specifications.

Such work to be under the direction and to the satisfaction of the City Engineer, and in accordance with the plans and specifications, which are a part of this contract. The work to be commenced not later than 10 days after the execution of this contract; to progress regularly and uninterruptedly after it shall have been begun excepting as shall otherwise be ordered by the City Council of the City of Moline (hereinafter referred to as the “City Council”), or its authorized representative, and shall be finished and fully completed within the timeframe set forth in the specifications; the time of commencement, rate of progress and time of completion being essential conditions of this contract; PROVIDED, however that if the time of the performance of the contract herein be for any reason either expressly or by implication extended, such extension shall not affect the validity of this contract.

The Contractor further agrees that the unit prices submitted are for the purpose of obtaining a gross sum, and for use in computing the value of extras and deductions; that if there is a discrepancy between the gross sum bid and that resulting from the summation of the quantities multiplied by their respective unit prices, the latter shall apply. When this contract shall be wholly carried out and

completed on the part of the Contractor, and when said work has been accepted by the City, a sum of money shall be computed by multiplying the following unit prices by the quantity of items completed, it being understood that the following total sum of money listed is for the purpose of determining the amount of the performance, labor, material and maintenance bond only. Such payment shall be made as provided for in the said specifications.

This Contract calls for the construction of a “public work” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. (“the Act”). The Act requires contractors, subcontractors, and truckers to pay laborers, workers, and mechanics performing services on public works projects not less than the “prevailing rate of wages” (hourly cash wages plus fringe benefits) in the county where the work is performed. The prevailing wage rates for projects for the City of Moline required by Moline Special Ordinance 4023-2014 are updated monthly by the Illinois Department of Labor and may be found at:

http://www.illinois.gov/idol/Laws-Rules/CONMED/Rates/14-07Jul/ROCK_ISL.htm.

All contractors, subcontractors, and truckers rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties. All contractors, subcontractors, and truckers shall keep an accurate record showing the names and occupations of all laborers, workers, and mechanics employed by them on this contract, and also showing the actual hourly wages paid to each of such persons and shall preserve their weekly payroll records for a period of three (3) years from the date of completion of the contract. Weekly certified payrolls shall be sent to the City Engineer.

For further information, please refer to the Illinois Department of Labor’s website at:
<http://www.state.il.us/agency/idol>.

It is further provided that the CONTRACTOR shall upon the sealing of this contract, file with the CITY a good and sufficient bond in the penal sum of **FIFTY NINE THOUSAND FIVE HUNDRED AND 00/100 (\$59,500.00) DOLLARS** conditioned upon the faithful performance and

execution of the work covered by this contract according to the complete and detailed specifications and full and complete drawings, profiles and models therefore, and according to the terms and conditions of this contract, and conditioned also that the CONTRACTOR shall pay all debts incurred by said CONTRACTOR in the prosecution of such work, including those for labor and materials furnished. The CONTRACTOR further agrees to pay liquidated damages as set forth in the specifications for failure to complete the Project by the date specified.

IN WITNESS WHEREOF, the said Parties have executed these presents on the date above mentioned.

CONTRACTOR:

CITY:

CITY OF MOLINE, ILLINOIS

By: _____

By: _____

Mayor

Attest: _____

City Clerk

Approved as to form:

City Attorney

Date: _____

Date: _____

Performance Bond Attached

Certificate of Insurance Attached

CITY OF MOLINE, IL BID TABULATION

Bid Date and Time: December 16, 2014 11:00 a.m.

Project: 1234 - Demolition, 1221 5th Avenue

**Miller Trucking & Excavating,
Inc.**

Valley Construction Company

**H. Coopman Trucking &
Excavating, Inc.**

ITEM NO.	ITEM	APPROX QUANTITY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Demolition	1	L. SUM	\$52,300.00	\$52,300.00	\$66,400.00	\$66,400.00	\$79,360.00	\$79,360.00
2	Class B Patch, TY IV	60	S.Y.	\$120.00	\$7,200.00	\$30.00	\$1,800.00	\$110.00	\$6,600.00
	TOTAL				\$59,500.00		\$68,200.00		\$85,960.00

Lester Construction, Inc.

ITEM NO.	ITEM	APPROX QUANTITY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Demolition	1	L. SUM	\$113,400.00	\$113,400.00		\$0.00		\$0.00
2	Class B Patch, TY IV	60	S.Y.	\$250.00	\$15,000.00		\$0.00		\$0.00
	TOTAL				\$128,400.00		\$0.00		\$0.00

AN ORDINANCE

AMENDING Chapter 21, "NUISANCES IN GENERAL," of the Moline Code of Ordinances, by repealing Section 21-1100(7), "Noises," in its entirety and enacting in lieu thereof one new Section 21-1100(7) relating to the same subject matter.

WHEREAS, the noise performance standards contained in Chapter 35, "Zoning and Land Development," of the Moline Code of Ordinances, have been updated to meet modern specifications and sound-measuring instruments; and

WHEREAS, Chapter 21 of the Moline Code of Ordinances, "Nuisances in General," also contains a definition for noises at Section 21-1100(7); and

WHEREAS, to strengthen the enforcement of both chapters, clarification is needed as to the requirements of each chapter; and

WHEREAS, City staff wishes to adopt this ordinance to effect that clarification and to further the City's goal of protecting the public health, safety and welfare of its residents.

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

Section 1 – That Chapter 21, "NUISANCES IN GENERAL," of the Moline Code of Ordinances, Section 21-1100(7), "Noises," is hereby amended by repealing said section in its entirety and enacting in lieu thereof one new Section 21-1100(7) relating to the same subject matter, which shall read as follows:

" SEC. 21-1100. DEFINED.

* * * * *

(7) **Noises.**

- a. To cause or allow unreasonably loud noises tending to cause alarm or to disturb the public peace and quiet.
- b. Noise measurements, as set forth in Section 35-3409(e), are not required to establish a violation of this subsection. However, noise measurements may be introduced as corroborating evidence when alleging a violation of this subsection.
- c. If noise measurements are collected, manufacturer's instructions for the equipment used should be followed and Section 35-3409(e) may be, but is not required to be, used as guidance in gathering data."

* * * * *

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/General Ordinance No. 3002-2015

Sponsor: _____

AN ORDINANCE

AMENDING Chapter 22, “OFFENSES – MISCELLANEOUS,” of the Moline Code of Ordinances, by repealing Section 22-1105 in its entirety and enacting in lieu thereof one new Section 22-1105 relating to the same subject matter.

WHEREAS, pursuant to Illinois State law, effective January 1, 2014, the distribution of alternative nicotine products to persons under 18 years of age is prohibited; and

WHEREAS, the State defines an “alternative nicotine product, ” in part, as a product or device not consisting of or containing tobacco that provides for nicotine ingestion into the body, whether by chewing, smoking, absorbing, dissolving, inhaling, snorting, sniffing, or by any other means; and

WHEREAS, Section 22-1105 of the Moline Code of Ordinances contains numerous provisions regarding tobacco products, tobacco accessories and smoking herbs, including prohibited sale to, and prohibited purchase or possession of any such products by any person under the age of 18, and penalties for violation of same; and

WHEREAS, City staff wishes to amend Section 22-1105 to include the State’s definition of alternative nicotine product and provisions for prohibited sale to, and prohibited purchase or possession of any such products by any person under the age of 18, and penalty provisions for violation of same; and

WHEREAS, adoption of this ordinance will mirror the State’s regulations and aid in furthering the City’s goal of protecting the public health, safety and welfare of its residents.

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

Section 1 – That Chapter 22, “OFFENSES – MISCELLANEOUS,” of the Moline Code of Ordinances, Section 22-1105, is hereby amended by repealing said section in its entirety and enacting in lieu thereof one new Section 22-1105 relating to the same subject matter, which shall read as follows:

“ SEC. 22-1105. TOBACCO PRODUCTS, TOBACCO ACCESSORIES, SMOKING HERBS AND ALTERNATIVE NICOTINE PRODUCTS.

(a) **Definitions.** For the purposes of this section, the following words and phrases shall have the meanings respectively ascribed to them:

- (1) **Alternative nicotine product** means a product or device not consisting of or containing tobacco that provides for the ingestion into the body of nicotine, whether by chewing, smoking, absorbing, dissolving, inhaling, snorting, sniffing, or by any other means. “Alternative nicotine product” excludes cigarettes, smoking tobacco, or other tobacco products as these terms are defined herein

and any product approved by the United States Food and Drug Administration as a non-tobacco product for sale as a tobacco cessation product, as a tobacco dependence product, or for other medical purposes, and is being marketed and sold solely for that approved purpose.

- (2) **Bidi Cigarette** means a product that contains tobacco that is wrapped in temburni or tendu leaf or that is wrapped in any other material identified by rules of the Department or Public Health of the State of Illinois that is similar in appearance or characteristics to the temburni or tendu leaf.
- (3) **Smoking herbs** means all substances of plant origin and their derivatives, including but not limited to broom, calea, California poppy, damiana, hops, ginseng, lobelia, jimson weed and other members of the Datura genus, passion flower and wild lettuce, which are processed or sold primarily for use as smoking materials.
- (4) **Tobacco accessories** means cigarette papers, pipes, holders of smoking materials of all types, cigarette rolling machines, and other items, designed primarily for the smoking or ingestion of tobacco products or of substances made illegal under any Illinois state statute or this chapter or of substances whose sale, gift, barter, or exchange is made unlawful under this Section.
- (5) **Tobacco products** means any substance containing tobacco leaf including, but not limited to, cigarettes, cigars, pipe, tobacco, snuff, chewing tobacco or dipping tobacco.
- (6) **Vending machine** means any mechanical, electric or electronic self-service device which, upon insertion of money, tokens or any other form of payment, dispenses tobacco products, tobacco accessories, smoking herbs or any alternative nicotine product, or any cartridge or component of an alternative nicotine product.
 - (b) **License required.** It shall be unlawful to sell or offer for sale at retail, to give away, deliver or to keep with the intention of selling at retail, giving away or delivering smoking herbs, tobacco accessories or tobacco products within the City without having first obtained a tobacco dealer's license therefore pursuant to this Chapter.
 - (c) **License application.** Application for a license hereunder shall be made in writing to the accounts and finance officer and shall be processed in accordance with this Code and in accordance with procedures adopted by the accounts and finance officer.
 - (d) **Licensee fee.** The license fee for a tobacco dealer's license shall be one hundred dollars (\$100.00) when issued, with an annual renewal fee of one hundred dollars (\$100.00) on the anniversary of issuance each year thereafter.
 - (e) **Prohibited sales, delivery – signs.**
 - (1) It shall be unlawful for any person, including any licensee, to sell, offer for sale, give away or deliver tobacco products, tobacco accessories, smoking herbs or any alternative nicotine product, or any cartridge or component of an alternative nicotine product to any person under the age of eighteen (18) years.
 - (2) Signs informing the public of the age restrictions provided for herein shall be posted by every licensee at or near every display of tobacco products, tobacco accessories or smoking herbs, and on or upon every vending machine which offers tobacco products, tobacco accessories or smoking herbs for sale. Each such sign shall be plainly visible and shall state:

"THE SALE OF TOBACCO PRODUCTS, TOBACCO ACCESSORIES OR SMOKING HERBS TO PERSONS UNDER EIGHTEEN YEARS OF AGE IS PROHIBITED BY LAW."

Additionally, signs warning the public of the health implications of smoking shall be posted by every licensee at or near every display of tobacco products, tobacco accessories or smoking herbs

and on or upon every vending machine which offers tobacco products, tobacco accessories or smoking herbs for sale. Each such sign shall be plainly visible and shall state:

“SURGEON GENERAL’S WARNING: SMOKING BY PREGNANT WOMEN MAY RESULT IN FETAL INJURY, PREMATURE BIRTH AND LOW BIRTH WEIGHT.”

The text of such signs shall be in red letters on a white background, said letters to be at least one (1) inch high.

- (3) It shall be unlawful for any person, including any licensee, to possess, sell, offer for sale, give away or deliver a bidi cigarette to another person.
- (f) **Minimum age to sell tobacco products.** It shall be unlawful for any person, any licensee or any officer, associate, member, representative, agent or employee of such licensee, to engage, employ or permit any other person under eighteen (18) years of age to sell tobacco products, tobacco accessories or smoking herbs in any licensed premises or any other premises.
- (g) **Purchase by minors prohibited.** It shall be unlawful for any person under the age of eighteen (18) years to purchase any tobacco products, tobacco accessories, smoking herbs or any alternative nicotine product, or any cartridge or component of an alternative nicotine product, or to misrepresent their identity or age, or to use any false or altered identification for the purpose of purchasing tobacco products, tobacco accessories, smoking herbs or any alternative nicotine product, or any cartridge or component of an alternative nicotine product.
- (h) **Possession by minors prohibited.** It shall be unlawful for any person under the age of eighteen (18) years to possess any tobacco products, tobacco accessories, smoking herbs or any alternative nicotine product, or any cartridge or component of an alternative nicotine product; provided that the possession by a person under the age of eighteen (18) years under the direct supervision of the parent or guardian of such person in the privacy of the parent's or guardian's home shall not be prohibited.
- (i) **Proximity to certain institutions.** It shall be unlawful for any person including any licensee to sell, offer for sale, give away or deliver tobacco products, tobacco accessories, smoking herbs or any alternative nicotine product, or any cartridge or component of an alternative nicotine product, within one hundred (100) feet from the property line of any school, child care facility or other premises used for educational or recreational programs for persons under the age of eighteen (18) years.
- (j) **Certain free distributions prohibited.** It shall be unlawful for any licensee or any person in the business of selling or otherwise distributing, promoting or advertising tobacco products, tobacco accessories, smoking herbs or any alternative nicotine product, or any cartridge or component of an alternative nicotine product, or any employee or agent of any such licensee or person, in the course of such licensee's or person's business, to distribute, give away or deliver tobacco products, tobacco accessories, smoking herbs or any alternative nicotine product, or any cartridge or component of an alternative nicotine product, free of charge to any person on any right-of-way, park, playground or other property owned by the City, any school district, any park board, or any public library.
- (k) **Vending machines - locking devices.**
 - (1) It shall be unlawful for any person or any licensee to sell or offer for sale, give away, deliver or to keep with the intention of selling, giving away or delivering tobacco products, tobacco accessories, smoking herbs or any alternative nicotine product, or any cartridge or component of an alternative nicotine product, by use of a vending machine, unless such vending machine is equipped with a manual, electric or electronic locking device controlled by the licensee so as to prevent its operation by persons under the age of eighteen (18) years.
 - (2) Any premises where access by persons under the age of eighteen (18) years is prohibited by law, or premises where the public is generally not permitted and where vending machines are strictly

for the use of employees of the business located at such premises, shall be exempt from the requirements of Sec. 22-1105 (k)(1) above.

(l) **Responsibility for agents and employees.** Every act or omission of whatsoever nature, constituting a violation of any of the provisions of this chapter by an officer, director, manager or other agent or employee of any person or any licensee shall be deemed and held to be the act of such person or licensee; and such person or licensee shall be punished in the same manner as if such act or omission had been done or omitted by the person or licensee personally.

(m) **Suspension; revocation of license; fines, costs.**

(1) The mayor shall be charged with the administration of this chapter. The mayor may suspend or revoke any license issued under the provisions of this chapter, if the mayor determines that the licensee has violated any of the provisions of this chapter. For a violation of subsection (b) of this section, the person shall be ineligible to receive a license hereunder for a period of thirty (30) days from the date of the offense. The first time a licensee violates any provision of this section, the licensee shall be subject to a fine of not less than two hundred fifty dollars (\$250.00). The second time a licensee violates any provision of this section, the license shall be suspended for a period of not less than three (3) days. The third time a licensee violates any provision of this section, the license shall be suspended for a period of not less than fifteen (15) days. The fourth time a licensee violates any provision of this section, the license shall be suspended for a period of not less than thirty (30) days. The fifth or subsequent time a licensee violates any provision of this Section, the license shall be revoked, and no licensee shall thereafter be eligible to apply for a new license under this section to conduct business at the premises described in the revoked license for a period of six (6) months. In addition to suspension or revocation of a license, the mayor may levy a fine on the licensee. The fine imposed shall not exceed seven hundred fifty dollars (\$750.00) for each violation. Each day on which a violation continues shall constitute a separate violation.

(2) However, no such license shall be suspended or revoked except after a public hearing by the mayor with a seven (7) day written notice to the licensee affording the licensee an opportunity to appear and defend against the charges contained in such notice. The seven (7) day notice provisions shall begin the day following delivery by certified mail or by personal service.

(3) If the mayor determines after such hearing that licensee has violated any of the provisions of this section, the mayor shall within seven (7) days after the hearing state the reason for such determination in a written order and state the amount of the fine, if any, and the period of suspension or that the license has been revoked, and serve a copy of such order within the seven (7) days upon the licensee.

(4) Any licensee determined by the mayor to have violated any of the provisions of this chapter shall pay to the City the costs of the hearing before the mayor on such violation. The mayor shall determine the costs incurred by the City for said hearing, including, but not limited to: court reporter's fees, the costs of transcripts or records, attorneys' fees in an amount not less than one hundred dollars (\$100.00), the cost of preparing the mailing notices and orders and all other miscellaneous expenses incurred by the City or such lesser sum as the mayor may allow.

(5) The licensee shall pay said costs to the City within thirty (30) days of notification of the costs by the mayor. Failure to pay said costs within thirty (30) days of notification is a violation of this chapter and may be cause for license suspension or revocation, or the levy of an additional fine.

(n) **Penalties.**

(1) Any person violating Section 22-1105(e), as a first offense, shall be subject to a fine of not less than two hundred fifty dollars (\$250.00). Any person violating Section 22-1105(e), as a second or subsequent offense, shall be subject to a fine of not less than five hundred dollars (\$500.00), plus court costs.

- (2) Any person violating Section 22-1105(g) or (h), as a first offense, shall be subject to a citation, which citation shall be paid at the City of Moline accounts and finance office in the amount of fifty dollars (\$50.00), or if paid within seven (7) calendar days, twenty-five dollars (\$25.00). Any person violating Section 22-1105(g) or (h), as a second or subsequent offense, shall be subject to a citation, which citation shall be paid at the City of Moline accounts and finance office in the amount of one hundred dollars (\$100.00), or if paid within seven (7) calendar days, fifty dollars (\$50.00). Any person who fails to make payment as outlined above within thirty (30) days shall thereafter be subject to an action in circuit court which may be commenced in accordance with the requirements of the Illinois Municipal Code, 65 ILCS 5/1-1-1 et seq., and any person found to have violated Section 22-1105(g) or (h) shall be subject to a fine of not less than one hundred dollars (\$100.00), nor more than seven hundred fifty dollars (\$750.00), plus court costs, plus reimbursement to the City for the costs the City incurred in serving the person with process. Each day during which or on which any person violates Section 22-1105(g) or (h) shall be deemed a separate offense. In lieu of any citation payment or any fine mentioned herein for a first offense, a person may notify the City of Moline accounts and finance office of their intention to complete a "tobacco use" class or other similar class put on by the American Lung Association, at such person's sole cost and expense, and if such person shall successfully complete such class and provide proof of completion to the City of Moline accounts and finance office, then any such citation payment or fine for first offense shall be waived.
- (3) Except for violations of Section 22-1105 (e), (g) or (h), all violations of this Section 22-1105 shall be punishable as provided in Section 1-1107 of this Code. Each day during which or on which any person violates Section 22-1105 shall be deemed a separate offense."

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

A SPECIAL ORDINANCE

GRANTING the catering of food and alcohol on City property known as the Bass Street Landing Plaza, the Historic Block Courtyard, and Parking Lot U, for 2015 Special Event approved applications.

WHEREAS, it is the desire of City staff to streamline coordination and provide efficient customer service for 2015 Special Event applications; and

WHEREAS, Chapter 4, "ALCOHOLIC BEVERAGES," of the Moline Code of Ordinances, Sec. 4-3317, "OPTION III CATERER'S RETAIL," provides for catering, and State statute requires the corporate authorities to grant permission by ordinance to the permit sale and consumption of alcohol on municipal property; and

WHEREAS, the City of Moline has abided by and complied with all applicable local ordinances; and

WHEREAS, the City of Moline has complied with State statute requirements and is named as an additional insured so as to save harmless the municipality from all financial loss, damage or harm.

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

Section 1 – That the Moline City Council hereby grants authority for the catering of food and alcohol on City property known as the Bass Street Landing Plaza, the Historic Block Courtyard, and Parking Lot U, for 2015 Special Event approved applications.

Section 2 – That this ordinance shall constitute a one-time variance with the Moline Code of Ordinances and any other ordinance or resolutions with which it may conflict and shall not be considered to repeal, alter or void such ordinances or resolutions 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. 4002-2015

Sponsor: _____

A SPECIAL ORDINANCE

AWARDING certain contracts for treatment chemicals to be used by the Department of Public Works for the calendar year 2015; and

AUTHORIZING the Utilities General Manager to execute the necessary contract documents for purchase of said chemicals in the quantities needed.

WHEREAS, bids were received through the Bi-State Regional Commission for various treatment chemicals to be used by the City's Water and Water Pollution Control Divisions; and

WHEREAS, the Director of Public Works has reviewed the bids and recommends that the contracts be awarded to the lowest responsive and responsible bidders meeting the specifications, as follows:

1. Anhydrous Ammonia to Tanner Industries, Inc., 735 Davisville Road, Southampton, Pennsylvania 18966. Price \$1,620.00/ton.
2. Carbon to Thatcher Company of Montana, Inc., P.O. Box 27407, Salt Lake City, Utah 84127. Price \$1,480.00/ton.
3. Chlorine (Liquid) to Brenntag Mid-South, Inc., 4616 S. Enterprise Drive, Bartonville, Illinois 61607. Price \$367.00/ton.
4. Chlorine (Sodium Hypochlorite) to Vertex Chemical Corporation, 11685 Manchester Road, St. Louis, Missouri 63131. Price \$0.64/gallon.
5. Hydrofluorosilic Acid to Mosaic Crop Nutrition, LLC, 13830 Circa Crossing Drive, Lithia, Florida 33547. Price 472.00/ton.
6. Lime to Mississippi Lime Company, 3870 S. Lindbergh Boulevard, Suite 200, St. Louis, Missouri 63127. Price \$179.89/ton.
7. Liquid Carbon Dioxide to Poet-CO2, 3939 Webb Road, Wichita, Kansas 67226. Price \$97.00/ton.
8. Liquid Ferric Sulfate to Kemira Water Solutions, Inc., 4321 W. 6th Street, Lawrence, Kansas 66049. Price \$202.40/ton.
9. Potassium Permanganate to Carus Corporation, 315 5 Street, Peru, Illinois 61354. Price \$3,760.00/ton; and

WHEREAS, the Director of Public Works recommends continued use of the following water treatment chemicals from the current vendors, until such time as bench and plant scale testing determines that satisfactory performance can be obtained from alternate treatment chemicals procured at a lower cost and until any related operating permit changes have been authorized by the Illinois Environmental Protection Agency:

1. Anionic Polymer to Hawkins, Inc. 300 S. 14th Avenue, Eldridge, Iowa 52748.
2. Various Polymers to Solenis, 520 Blazer Parkway, Dublin, Ohio 43017.
3. Filter Aid Polymer to Carus Corporation, 315 5th Street, Peru, Illinois 61354.
4. Sodium Polyphosphate to Carus Corporation, 315 5th Street, Peru, Illinois 61354.
5. Clarifloc Polymer to Polydyne, Inc, One Chemical Plant Road, Riceboro, Georgia 31323

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

Section 1 – That certain contracts be awarded for treatment chemicals to be used by the Department of Public Works for the calendar year 2015; and that the Utilities General Manager is hereby authorized to execute the necessary contract documents; provided, however, that said contract documents are in substantially similar form and content to those attached hereto and incorporated herein by this reference thereto as Exhibit A and have been approved as to form by the City Attorney.

Section 2 – That this ordinance shall not constitute a repeal of any ordinance with which it may conflict, but shall be considered a temporary variance from said conflicting ordinance.

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

JOINT PURCHASING COUNCIL

"A Program of the Bi-State Regional Commission"

1504 Third Avenue, P.O. Box 3368

Rock Island, Illinois 61204-3368

Phone (309) 793 -6300 ♦ Fax (309) 793 -6305

MEMORANDUM

TO: Water Treatment Chemicals Bid Participating Vendors

FROM: Patty Pearson, Purchasing Coordinator

DATE: December 4, 2014

RE: 2014 Water Treatment Chemicals Bid Analysis

On October 29, 2014, the Joint Purchasing Council opened bids for water treatment chemicals. The Bid Tabulation with Awarded Vendors shown with a yellow background is located at www.bistateonline.org. In the Upper left corner of the home page is the link to the Joint Purchasing Council section.

Each community reviewed the bids and the awarded vendor is indicated in yellow on the bid tabulation. The communities will work directly with the awarded vendor for the chemicals they need, issuing purchase orders and/or contractual agreements as required by their city and as indicated in the specs. If you have any questions about the bid award or the order process, please contact the municipal representative indicated in the bid packet and/or below.

If you have any other questions, don't hesitate to call me at 309-793-6302, extension 138.

Thank you for participating in the water treatment chemicals bid.

PAP

cc: Buffalo – Tanna Leonard
Coal Valley – Steve Mullen
Colona – Rick Crew
East Moline - Chip Drake
Moline – Dave Owens
Rock Island – Larry Cook
Sherrard - Theresa Johnson
Silvis - Jim Grafton

water chem\2015\award letters

♦ Participants ♦

IOWA: Bettendorf; Buffalo, Davenport; LeClaire; Muscatine, Muscatine County, Scott County; Walcott; and the Waste Commission of Scott County. ILLINOIS: Aledo; Alpha; Carbon Cliff; Coal Valley; Colona; Cordova; East Moline; Geneseo; Hampton; Henry County;

Hillsdale; Milan; Moline; Port Byron; Rapids City; Rock Island; Rock Island County; Sherrard; Silvis;
i wireless Center; and the Rock Island Tri-County Consortium.

2015 Water Treatment Chemicals – October 29, 2014 - Bid opening

SUPPLIER		COST PER UNIT	TOTAL
1. Aluminum Sulfate (Alum) - Bulk tank truck			
Kemira Water Solutions, Inc.	See Note 11	\$480.66/dry ton – Kemira ALS	\$769,056.00
USALCO Michigan City Plant, LLC		\$491.99	\$787,184.00
Chemtrade Chemicals US, LLC	See Note 9	\$538.00/dry ton	\$860,800.00
2. Anhydrous Ammonia - Bulk tank truck			
Tanner Industries, Inc.		\$0.81/lb.	\$67,230.00
3. Anthracite Filter Coal - 1 ton bulk sacks on flatbed truck			
NO BIDS			
4. Anthracite - Crushed, in suitable heavy-duty cloth, paper or polyethylene bags			
SNR Technologies		\$0.2267/lb. – 52# bags	\$5,892.94
5. Caustic Soda - bulk tank truck			
Vertex Chemical Corporation		\$510.00	\$165,750.00
Univar USA, Inc.		\$521.00/dry standard ton	\$169,325.00
K.A. Steel Chemical, Inc.	See Note 10	\$527.00/dry ton	\$171,275.00
Alexander Chemical Corp – A Carus Company		\$528.00	\$171,600.00
Brenntag Mid-South, Inc.		\$529.00	\$171,925.00
Rowell Chemical Corporation		\$540.00/dry ton	\$175,500.00
6. Activated Carbon - bulk truck in loads of 30,000 pounds			
Prominent Systems, Inc.		\$1,320.00/ton	\$39,600.00
Cabot Norit Americas, Inc.	See Note 1	\$0.63/lb.	\$75,600.00
Cal-Pacific Carbon, LLC	See Note 2	\$0.65	\$78,000.00
Thatcher Company of Montana, Inc.	See Note 12	\$0.74/lb. – samples sent	\$88,800.00
Standard Purification		\$0.858/lb.	\$102,960.00
Calgon Carbon Corporation		\$1.25/lb.	\$150,000.00
7. Activated Carbon - 50 lb. bags palletized and plastic wrapped for fork lift			
Cal-Pacific Carbon, LLC	See Note 2	\$1,060.00	\$31,800.00
F2 Industries, LLC		\$1,533.00/ton	\$45,990.00
Standard Purification		\$1,615.00/ton	\$48,450.00
Thatcher Company of Montana, Inc.	See Note 12	\$0.91/lb. – samples sent	\$54,600.00
Cabot Norit Americas, Inc.	See Note 1	\$1,860.00/ton	\$55,800.00
Calgon Carbon Corporation		\$2,540/ton	\$76,200.00
8. Activated Carbon - bulk truck loads not to exceed 20,000 lbs.			
Cabot Norit Americas, Inc.	See Note 1	\$0.68/lb	\$102,000.00
Thatcher Company of Montana, Inc.	See Note 12	\$0.78/lb. – samples sent	\$117,000.00
Cal-Pacific Carbon, LLC	See Note 2	\$0.81	\$121,500.00
Standard Purification		\$0.959/lb.	\$143,850.00
Calgon Carbon Corporation		\$1.20/lb.	\$195,000.00
9. Chlorine (Gas) 150 lb. Cylinders			
Brenntag Mid-South, Inc.		\$0.335 – No Chlorine Gas to East Moline pool	\$11,708.25
Hawkins, Inc.		\$0.35/lb.	\$13,072.00
Viking Chemical	See Note 8	\$0.3585/lb. – No bid for East Moline	\$13,389.98
DPC Enterprises, L.P.		\$0.8334/lb. – No Chlorine for East Moline pool – No deposits	\$31,127.49

SUPPLIER	COST PER UNIT	TOTAL
10. Chlorine (Sodium Hypochlorite 15%) – 4,500 gallon loads		
Vertex Chemical Corporation	\$0.64	\$174,720.00
Rowell Chemical Corporation See Note 7	\$0.71	\$193,830.00
K.A. Steel Chemicals, Inc. See Note 10	\$0.754/gallon	\$205,842.00
DPC Enterprises, L.P.	\$0.78/gallon – Minimum Order -4,500 gallons – 1 drop location per order	\$212,940.00
Alexander Chemical Corporation – A Carus Company	\$0.81	\$221,130.00
11. Chlorine (Liquid) - truck load lots varying from 2 to 6 one-ton cylinders		
Brenntag Mid-South, Inc.	\$367.00	\$40,003.00
Alexander Chemical Corporation – A Carus Company	\$389.00	\$42,401.00
Viking Chemical See Note 8	\$420.00/ton	\$45,780.00
DPC Enterprises, L.P.	\$485.00	\$52,865.00
12. Citric Acid - lots of 5-10, 100 lb. bags		
Viking Chemical See Note 8	\$1.01/lb	\$2,626.00
Hawkins, Inc.	\$1.03/lb.	\$2,678.00
Brenntag Mid-South, Inc.	\$1.15/lb.	\$2,990.00
13. Copper Sulfate - lots of 20-30, 50 lb. bags		
Univar, USA, Inc.	\$1.55	\$9,300.00
Brenntag Mid-South, Inc.	\$2.01	\$12,060.00
14. Hydrofluosilicic Acid - bulk tank truck		
Viking Chemical See Note 8	\$0.305/lb. – East Moline only	\$22,875.00
Hawkins, Inc.	\$0.35/lb. – East Moline only	\$26,250.00
Key Chemical, Inc.	\$477.00/ton or \$0.2385/lb. 23% basis – Moline & RI only 162,500 lbs.	\$38,756.25
Rowell Chemical Corporation See Note 7	\$520.00/ton or \$0.26/lb. – Moline & RI only	\$42,250.00
Brenntag Mid-South, Inc.	\$0.261 - 40,000 lb. minimum 23% assay adjusted – Moline & Rock Island only	\$42,412.50
Mosaic Crop Nutrition, LLC See Note 5	\$0.236/lb. – Moline & RI only	\$56,050.00
Alexander Chemical Corporation – A Carus Company	\$0.2485	\$59,018.75
15. Hydrofluosilicic Acid - 15 gallon buckets		
Hawkins, Inc.	\$0.36/lb. or \$3.65/gallon	\$2,576.07
Viking chemical See Note 8	\$3.80/gallon	\$2,679.00
Brenntag Mid-South, Inc.	\$3.97	\$2,798.85
Water Solutions Unlimited, Inc.	\$4.19/gallon	\$2,953.95
16. Lime - bulk trucks of 50,000 pound loads		
Mississippi Lime Company	\$179.89/ton or \$0.089945/lb. delivered	\$170,895.50
Carmeuse Lime & Stone	\$0.110805/lb. or \$221.61/ton	\$210,529.50
Lhoist North America of Missouri, Inc. See Note 4	\$222.75/ton	\$211,612.50
17. Liquid Carbon Dioxide – Tank Supply		
Poet-CO² See Note 6	\$0.0485/lb.	\$18,187.50
Continental Carbonic Products, Inc. See Note 3	\$0.0525 or \$105.00/ton	\$19,687.50
18. Liquid Ferric Sulfate 18%+++ - bulk tank truck, 4,500 gallon loads		
Kemira Water Solutions, Inc. See Note 11	\$0.1012/wet lb. – Kemira Pix-312	\$28,842.00
Chemtrade Chemicals US, LLC See Note 9	\$0.132/wet lb.	\$49,500.00

SUPPLIER	COST PER UNIT	TOTAL
19. Magnesium Bisulfite - lots of approximately four to eight - 30 gallon plastic drums		
Brenntag Mid-South, Inc.	\$0.57	\$1,140.00
20. Potassium Permanganate - lots of ten -110 lb. (50Kg) drums		
Viking Chemical See Note 8	\$1.91/lb. – 55 lb. drum	\$7,067.00
F2 Industries, LLC	\$1.93/lb.	\$7,141.00
American International Chemical	\$2.21/lb. – 55 lb. drum	\$8,177.00
21. Potassium Permanganate – 55lb drum (25Kg pails) with handles		
F2 Industries, LLC	Moline - \$1.93/lb. Rock Island - \$1.86/lb.	Moline-\$6,369.00 R.I.- \$22,320.00
Carus Corporation	\$1.88/lb.	\$28,764.00
Viking Chemical See Note 8	\$1.91	\$29,223.00
American International Chemical	\$2.01/lb.	\$30,753.00
Water Solutions Unlimited	\$2.58/lb.	\$39,474.00
22. Aqua Mag – 55 gallon drums		
Hawkins, Inc.	\$0.60/lb. – LPC-AM	\$1,881.00
Brenntag Mid-South, Inc.	\$0.65 – AquaPure 3637	\$2,037.75
Carus Corporation	\$0.66	\$2,069.10
23. Phosphoric Acid – Bulk tank truck		
Carus Corporation	\$0.52	\$23,400.00
24. SOD Hypochlorite 12.5% - 53 gallon drums		
Hawkins, Inc.	\$1.37/gallon	\$1,379.59
Water Solutions Unlimited	\$1.40/gallon	\$1,409.80
Brenntag Mid-South, Inc.	\$1.90	\$1,913.30
25. Hydrofluosilicic Acid 23% - 150 lb container		
Hawkins, Inc.	\$0.395/lb. or \$4.00/gallon	\$177.75
Water Solutions Unlimited	\$0.419/lb.	\$188.55
Brenntag Mid-South, Inc.	\$0.90	\$405.00
26. Ferric Chloride – Bulk Tank Truck		
Brenntag Mid-South, Inc.	\$0.14 – bid for 30,000 lbs.	\$4,200.00
Kemira Water Solutions, Inc. See Note 11	\$1.405/gallon – Kemira Pix-311 – minimum 2,500 gallons – bid for 30,000 gallons	\$42,150.00
27. Sodium Bisulfate - Totes		
Viking Chemical See Note 8	\$0.1325/lb.	\$1,987.50
Brenntag Mid-South, Inc.	\$0.26	\$3,900.00

NO BIDS:

1. **C&S Chemicals**
2. **Nalco Company**
3. **Penco, Inc.**
4. **Polydyne, Inc.**
5. **Praxair**
6. **Shannon Chemical**

VENDOR NOTES:

- 1) **Cabot Norit Americas** – See exceptions for Activated Carbon on the enclosed cover letter.
- 2) **Cal-Pacific Carbon** – Does not accept credit cards.
- 3) **Continental Carbonic** – * Subject to a twenty (20) ton minimum and standard CCPI uncontrollable disruption language**. Pricing assumes invoices will be sent electronically. Continental Carbonic accepts the use of JP Morgan Chase MasterCard credit card.

** Neither party hereto will be liable in damages or otherwise to the other for default or delay in the performance of any of its obligations hereunder due to an uncontrollable interruption which shall include Acts of God, accident, fire, flood, storm, riot, war, sabotage, explosion, strike, lockout, labor disturbance, national defense requirement, governmental action, law, ordinance, rule or regulation, whether valid or invalid, inability to obtain or curtailment of electricity or other type of energy, raw material, labor, equipment or transportation, failures of normal sources of supply, or any similar or different contingency beyond its reasonable control which would make performance commercially impracticable whether or not contingency is the same type as those enumerated above. If, as a result of an uncontrollable interruption, CCPI incurs increased cost to produce or deliver the Product, CCPI shall have the right to pass along this cost increase to PURCHASER. PURCHASER shall have the right to decline to purchase Product as long as such price increase is in effect. If PURCHASER purchases Product from CCPI after having received notice of such price increase(s), PURCHASER shall pay its current price for Product plus such increase(s).

- 4) **Lhoist** – Additional truck fuel surcharge, based on rate at time of shipment applies. Material per attached product information sheet.
- 5) **Mosaic** – Above price is based on 23% assay adjusted basis and 40,000/lb. minimum releases. Price is for Moline and Rock Island only. No bid on bulk loads for East Moline.
- 6) **Poet-CO²** – Vendor does not accept credit cards.
- 7) **Rowell Chemical** – Hydrofluosilicic Acid to East Moline is a no bid – because of short load requirement. All bulk prices are based on full truck load (4,000 gallons or 40,000 lbs. minimum per order.
- 8) **Viking Chemical** – Next day delivery is our standard; credit cards not accepted.
- 9) **Chemtrade** – Does not accept credit card payment.
- 10) **K.A. Steel Chemicals** – Please review attached KASC Supply Agreement. Bid documents are submitted subject to mutual agreement to the enclosed suggested Supply Agreement. We agree to continue to accept your credit card payments.

Sodium Hypochlorite 15% trade vol. Price based on minimum 4,500 gals. shipments. Short loads will have freight adjusted per load. Net 30 days. Lead Time: 1-2 days.

Sodium Hydroxide Diaphragm Cell 50%. Price based on minimum 46,000 wet lbs. per shipment delivered to one tank at facility. Terms: Net 30 days. Lead Time: 1-2 days.

Demurrage = \$80 per hour billed after two hours. Extra hose charge after 40 ft @1.00 per ft. Returned loads = full freight out & ½ rate back. Drumming Nozzle = \$75. Split Delivery Charge = \$75.

- 11) **Kemira** – Does not accept credit cards.
- 12) **Thatcher Chemical** – Attached Appendices A & B for part of our proposal.

Water Chemical Bid Opening – October 29, 2014

11/4/14

**CITY OF MOLINE PUBLIC WORKS
CHEMICAL VENDORS FOR 2015**

CHEMICAL	VENDOR	2014 UNIT COST	2015 UNIT COST
AMMONIA	TANNER INDUSTRIES, INC.	\$1,620.00/ton	\$1,620.00/ton
CARBON	THATCHER COMPANY OF MONTANA INC.	\$1,160.00/ton	\$1480.00/ton
CHLORINE (Liquid – 1-Ton Containers)	BRENNTAG MID-SOUTH, INC.	\$369.00/ton	\$367.00/ton
CHLORINE (Sodium Hypochlorite)	VERTEX CHEMICAL CORPORATION	\$0.670/gal	\$0.64/gal
FLUORIDE	MOSAIC CROP NUTRITION, LLC	\$520.00/ton	\$472.00/ton
LIME	MISSISSIPPI LIME	\$171.00/ton	\$179.89/ton
LIQUID CARBON DIOXIDE	POET-CO2	\$70.00/ton	\$97.00/ton
LIQUID FERRIC SULFATE	KEMIRA WATER SOLUTIONS, INC.	\$204.40/ton	\$202.40/ton
POLYMER - ANIONIC	HAWKINS, INC.	\$3832.80/ton	\$3680.00/ton
POLYMER - CATIONIC	SOLENIS	\$2,100.00/ton	\$2100.00/ton
POLYMER - FILTER AID	CARUS CORPORATION	\$2,140.00/ton	\$2140.00/ton
POLYMER – NORTH SLOPE	SOLENIS	\$2,440.00/ton	\$2,440.00/ton
POLYMER – SOUTH SLOPE	SOLENIS	\$4,100.00/ton	\$4,100.00/ton
POLYMER – SOUTH SLOPE	POLYDYNE INC.	\$2,100.00/ton	\$2100.00/ton
POTASSIUM PERMANGANATE	CARUS CORPORATION	\$3,800.00/ton	\$3760.00/ton
SODIUM POLYPHOSPHATE	CARUS CORPORATION	\$1,336.00/ton	\$1260.00/ton