



MOLINE CITY COUNCIL AGENDA

Tuesday, January 12, 2016

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 Schoonmaker

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
Rodriguez		
Parker		
Wendt		
Zelnio		
Turner		
Schoonmaker		
Liddell		
Acri		
Mayor Raes		

Approval of Minutes

Committee of the Whole and Council meeting minutes of January 5, 2016.

Second Reading Ordinances

1. Council Bill/Special Ordinance 4001-2016

A Special Ordinance authorizing the Mayor and City Clerk to execute a Consent Agreement between the City of Moline and GTP Acquisition Partners II, LLC to permit a modification of equipment for AT&T Mobility for City-owned property located at 4213 16th Avenue.

Explanation: The City of Moline has a site license agreement with GTP Acquisition Partners II, LLC (Lessee), to allow cellular facilities on City-owned property located at 4213 16th Avenue. The Lessee has notified the City that AT&T Mobility would like to modify their existing equipment at the site. AT&T is removing six existing panel antennas and replacing them with six new panels at the same mount height. All equipment will be at the same height as existing. Staff recommends approval of the request for consent.

Fiscal impact: N/A

Public Notice/Recording: N/A

2. Council Bill/Special Ordinance 4002-2016

A Special Ordinance authorizing the Mayor and City Clerk to execute a lease agreement with Moline Little League for the purpose of maintaining and hosting sanctioned Little League games and tournaments, for a lease term of January 1, 2016 through December 31, 2020.

Explanation: Moline Little League desires a lease agreement with the City of Moline to provide an outdoor space containing ball diamonds for the league to host games and tournaments for its participants. The Park and Recreation Board supports the agreement and believes that this agreement will enhance services for residents and visitors utilizing Riverside Park. Moline Little League has been using and maintaining these premises for over 45 years. Additional documentation attached.

Fiscal Impact: City of Moline will receive \$250.00 per year for the lease term.

Public Notice/Recording: N/A

Resolutions

3. Council Bill/Resolution 1002-2016

A Resolution authorizing approval of a Reconciliation Change Order with Walter D. Laud, Inc. for Project #1221, 2015 Pavement Patching Program, in the amount of \$202,129.72.

Explanation: In order to make final payment to the contractor and close out the contract, a change order is needed in the amount of \$202,129.72. The change order reflects the difference between the estimated bid quantities and final quantities actually constructed. The change order increases the original contract value of \$1,183,790.55 by 17.1% to \$1,385,920.27.

Fiscal Impact: Funds are budgeted and available as detailed below:

ACCOUNT	BUDGETED	ORIGINAL CONTRACT	CHANGE ORDERS	TOTAL
Utility Tax	1,000,000.00	828,790.55	122,105.54	950,896.09
Water	230,000.00	230,000.00	28,472.41	258,472.41
WPC	125,000.00	125,000.00	4,959.59	129,959.59
Storm			38,925.68	38,925.68
Parks			3,496.80	3,496.80
Fire			4,169.70	4,169.70
	\$1,355,000.00	\$1,183,790.55	\$202,129.72	\$1,385,920.27

Public Notice/Recording: N/A

4. Council Bill/Resolution 1003-2016

A Resolution authorizing approval of a Reconciliation Change Order with Legacy Corporation of IL for Project #1187, 15th Street Storm Sewer By-Pass, in the amount of \$25,327.94.

Explanation: In order to make final payment to the contractor and close out the contract, a change order is needed in the amount of \$25,327.94. The change order includes the additional costs to remove bedrock and building foundations which were unknown at bid time and reflects the difference between the estimated bid quantities and final quantities actually constructed. The change order increases the original contract value of \$96,340.00 by 26.3% to \$121,667.94.

Fiscal Impact: Funds are available in account #330-1971-433.08-35
Stormwater Utility, Stormwater Projects

Public Notice/Recording: N/A

Omnibus Vote

Non - Consent Agenda

First Reading Ordinances

5. Council Bill/General Ordinance 3001-2016

An Ordinance amending Chapter 20, "MOTOR VEHICLES AND TRAFFIC," of the Moline Code of Ordinances, Section 20-5124, "UNAUTHORIZED PERSONS USING PERSONS WITH DISABILITIES PARKING SPACES; A VIOLATION," Appendix 24, "PERSONS WITH DISABILITIES PARKING SPACES," by removing one on-street stall at 1150 14th Avenue.

Explanation: Traffic Committee reviewed request and recommends approval.

Fiscal Impact: N/A

Public Notice/Recording: N/A

OMNIBUS VOTE		
Council Member	Aye	Nay
Schoonmaker		
Liddell		
Acri		
Rodriguez		
Parker		
Wendt		
Zelnio		
Turner		
Mayor Raes		

6. Council Bill/Special Ordinance 4003-2016

A Special Ordinance awarding certain contracts for water treatment chemicals to be used by the Department of Public Works for the calendar year 2016 and authorizing the Utilities General Manager to execute the necessary contract documents for purchase of said water treatment chemicals in the quantities needed.

Explanation: City staff recommends awarding the annual contracts to the lowest responsive and responsible bidders that meet specifications for each water 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 water 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)

Council Bill/Special Ordinance No. 4001-2016
Sponsor: _____

A SPECIAL ORDINANCE

AUTHORIZING the Mayor and City Clerk to execute a Consent Agreement between the City of Moline and GTP Acquisition Partners II, LLC to permit a modification of equipment for AT&T Mobility for City-owned property located at 4213 16th Avenue.

WHEREAS, on July 5, 2000, the City executed a Site License Agreement (“Ground Lease”) with Illinois PCS for its placement of antenna facilities on City-owned property located 4213 16th Avenue; and

WHEREAS, in 2005 GTP Acquisition Partners II, LLC (GTP) took assignment of the Ground Lease; and

WHEREAS, GTP recently informed the City that AT&T Mobility (AT&T) would like to modify their equipment at the site; and

WHEREAS, AT&T is proposing to remove six existing panel antennas and replace them with six new panels at the same mount height. City Staff has received and reviewed the plans for the AT&T modification and finds them acceptable.

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

Section 1 - That the Mayor and City Clerk to execute a Consent Agreement between the City of Moline and GTP Acquisition Partners II, LLC to permit a modification of equipment for AT&T Mobility for City-owned property located at 4213 16th Avenue; provided however, said agreement is in substantially similar form and content to that attached hereto and incorporated herein as Exhibit A and has been approved as to form by the City Attorney.

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



VIA E-Mail – cmathias@moline.il.us

November 30, 2015

City of Moline
619 Sixteenth Street
Moline, IL 61265

**RE: Site License Agreement dated July 5, 2000 (the “License”)
AT&T Mobility at Optimist Park - Site #371067 / Project #608290
4213 16th Ave, Moline, IL (the “Site”)
Request for Consent**

Dear Property Owner:

The purpose of this letter is to request your consent to a proposed modification of equipment by **AT&T Mobility**, its successors, assigns, parents, affiliates and subsidiaries, at the Site referenced above.

As you may be aware, AT&T is already an existing tenant at the Site and they now desire to modify their current equipment. AT&T is removing six existing panel antennas and replacing them with six new panels at the same mount height. We are requesting your permission for this modification as is required by the License.

GTP Acquisition Partners II, LLC will continue to be responsible for performance of all obligations under the License with you. Please acknowledge your approval to this installation by signing and dating the two (2) enclosed originals as provided in the space below and returning one immediately. Please keep the other original for your records. If you have any questions, please do not hesitate to call me at 781-926-4998 or e-mail me at ryan.oatis@americantower.com.

Thank you for your attention to this matter.

Sincerely,

Ryan Oatis
Attorney I
American Tower Corporation



AMERICAN TOWER®
CORPORATION

I acknowledge and agree to the proposed modifications by AT&T, its successors, assigns, parents, affiliates and subsidiaries, and at the aforereferenced communications tower. This consent shall apply to any and all approvals and notices related to the modifications of AT&T, its successors, assigns, parents, affiliates and subsidiaries, at the tower site including, but not limited to, notice of construction, construction approvals. This consent is not a representation that such installation is in compliance with all applicable governmental laws, ordinance, rules and regulations or that such facilities will not cause interference with other communication systems.

ATTEST

NAME

DATE

Approved as to form:

City Attorney

Sponsor: _____

A SPECIAL ORDINANCE

AUTHORIZING the Mayor and City Clerk to execute a Lease Agreement with Moline Little League for the purpose of maintaining and hosting sanctioned Little League games and tournaments, for a lease term of January 1, 2016 through December 31, 2020.

WHEREAS, the Moline Little League desires a Lease Agreement with the City of Moline for the purpose of maintaining and hosting sanctioned Little League games and tournaments; and

WHEREAS, the City of Moline and the Moline Park and Recreation Board (“Parks”) supports having such a lease during this time period as a method of enhancing services for residents and visitors utilizing Riverside Park, and Parks approves of said agreement; and

WHEREAS, Moline Little League has been using and helping to maintain said premises for over 45 years and has a positive working history with Parks in providing this service.

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 a Lease Agreement with Moline Little League for the purpose of maintaining and hosting sanctioned Little League games and tournaments, for a lease term of January 1, 2016 through December 31, 2020; provided, however, that said agreement 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.

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:

By: _____

City Attorney

MOLINE LITTLE LEAGUE-RIVERSIDE BASEBALL COMPLEX LEASE

The lease made this _____ day of _____ 2016, by and between the City of Moline, an Illinois municipal corporation, by and through its Park and Recreation Board of Directors, as Lessor (hereinafter: Lessor), and the Moline Little League, an Illinois not-for-profit corporation, as Lessee (hereinafter: Lessee).

WITNESSETH:

That Lessor, for and in consideration of the rent hereinafter specified to be paid by Lessee, and the covenants and agreements hereinafter contained, by the Lessee to be kept and performed, does hereby demise, lease, and let unto said Lessee those certain premises in the City of Moline, County of Rock Island, State of Illinois, as hereinafter set forth, subject to all such conditions, promises and agreements incorporated herein.

- I. **TERMS OF LEASE; CANCELLATION.** The term of this lease shall be five (5) years, commencing on the first (1st) day of January, 2016, and terminating on the last day of December, 2020. However, Lessee shall have a five (5) year renewal option, to be forwarded in writing to the Lessor by December 1, 2020. In the event of any material breach of this lease agreement by the Lessee, the Lessor shall have the right to terminate this lease according to the terms and conditions of default, remedies and notice herein provided. The Lessee shall have the right to terminate this lease before the end of the term, and prior to the renewal option, upon giving a ninety (90) day written notice of such termination to Lessor at the address provided herein. The Lessee and Lessor shall review this lease and negotiate changes in terms or conditions when the renewal option discussed above is provided to Lessee by Lessor.
- II. **RENT.** Rent payable hereunder shall be two hundred fifty dollar (\$250.00) per year, annually beginning January 1, 2016 and payable on January 1 each subsequent year. A five dollar (\$5.00) per participant fee shall be collected by the Lessor from the Lessee in September of each subsequent year to offset maintenance cost accrued by the Lessor at both Riverside and Milt Hand Softball Complex at Greenvally.
- III. **THE PREMISES.** The Premises leased by Lessor to Lessee is shown on Exhibit A attached hereto and incorporated herein by reference (hereinafter: Premises), and commonly described as the Riverside Park area consisting of the five (5) baseball diamonds and related facilities including the batting cage, shelters, concession stand, and bleachers, for the sole exclusive use of Lessee. The Lessee shall also have use of the north bay of the garage adjacent on the south side of the baseball diamonds for Lessee's storage purposes.
- IV. **DUTY TO MAINTAIN PREMISES.** It shall be the duty of the Lessor to open in the spring and winterize in the fall all buildings on the Premises. It is the duty of the Lessee, from April through October of each lease year, to:
 - a. maintain the exterior of any building, including the adjacent garage;
 - b. provide maintenance to include mowing, fertilization, weed control, grass

- clipping removal;
- c. interior and exterior cleaning of dugouts;
- d. removal of all trash from containers within the Premises' fences;
- e. trash and litter pickup within the Premises' fences, concession stand, storage facilities, and batting cage;
- f. garden and shrub maintenance for areas inside the baseball fences and to areas immediately outside and/or adjacent to fences, backstops, dugouts, and walkways as deemed necessary; and
- g. mow all diamonds and designated areas (see Exhibit A). In the event Lessor must mow the diamonds at the conclusion of all baseball activities, a fee will be assessed to Lessee. Those areas on the hillside on diamond three (3) must be mowed by Lessee using a hand mower.

V. **ASSIGNMENT, SUBLEASE AND MORTGAGE.** Lessee may not sublease or assign said Premises to other organizations unless:

- a. the organization conducts similar or related services as Lessee, as set forth in paragraph IX of this lease; and
- b. Lessor gives its express written consent to such sublease or assignment prior to execution between Lessee and sub-lessee.

Consent of Lessor does not release or discharge Lessee from its obligations hereunder.

Sub-lessee shall provide insurance coverage as required by the Lessor naming the City of Moline and its agents and employees as additional insured. Sub-lessee shall also adhere and agree to all indemnification paragraphs identical to Lessee's as set forth in this lease. Lessee shall provide \$5.00 per participant of all sub-lease rental fees to Lessor. These fees are in addition to paragraph II, "RENT," of this lease. Lessee assumes responsibility for all actions of sub-lessee. Sub-leasing to organizations conducting services dissimilar to or not related to Lessee's shall not be allowed except by specific prior approval from Lessor.

VI. **LESSEE'S ACCEPTANCE, MAINTENANCE, AND SURRENDER OF PREMISES.** Lessee represents that Lessee has inspected and examined the demised Premises and accepts it in its present condition, and agrees that Lessor shall not be required to make any improvements or repairs whatsoever in or upon the Premises demised or any part thereof. Lessee agrees to keep said Premises safe and in good condition at all times during the term hereof. At the end or termination of the term hereby demised, Lessee covenants to surrender and deliver up the Premises in as good as condition as it now is, or may hereafter be put, destruction by fire, reasonable use, ordinary wear and tear, and the effects of time excepted. Lessee further agrees to leave said Premises free from all nuisance and dangerous and defective conditions. Lessee's duty shall extend to maintaining athletic fields, turf, fencing, scoreboards, backstops, and related baseball structures.

VII. HOLD HARMLESS/INDEMNIFY.

- a. In consideration for permission to use the Premises and Lessor's property as granted above, Lessee hereby agrees to defend, hold harmless and indemnify Lessor, its subsidiaries and affiliates, their respective officers, directors, employees, agents, assigns, servants and contractors from and against all claims, demands, actions, or proceedings, all costs, damages, expenses, or other liability of any nature whatsoever due to personal injury or property damage (including damage to the Premises and Lessor's property other than reasonable wear and tear), any of which arises directly or indirectly from or in connection with, in whole or in part, the permission to use and/or use of the Premises and Lessor's property granted hereinunder, unless caused or contributed to by the willful acts or omissions of Lessor, its officers, directors, employees, agents or assigns, in which case Lessee shall have no duty to defend, hold harmless or indemnify.
- b. This Agreement shall be binding on and inure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties thereto.

VIII. INSURANCE COVERAGE. Lessee shall, throughout the term of this Lease and at Lessee's expense, carry and keep in full force and effect comprehensive general liability insurance with respect to the Premises, with a carrier and in a form satisfactory to Lessor, which policy or policies shall:

- a. Have limits of \$1,000,000.00 per occurrence personal injury and \$1,000,000.00 property damage, or \$1,000,000.00 per occurrence personal injury and property damage combined single limit;
- b. Have premises rented liability coverage with a minimum limit of \$1,000,000;
- c. Have medical payments general liability coverage limits of \$10,000.00;
- d. Name Lessor as an additional insured party;
- e. Contain a clause that the insurance carrier will not cancel or change the insurance without first giving the Lessor thirty (30) days prior written notice in a form similar to that attached hereto as Exhibit B;
- f. Contain fire and extended perils insurance covering Lessee's own property and insuring Lessee's possessions on the Premises; Lessor shall have no duty to insure Lessee's possessions, the possessions of Lessee's guests, invitees or permittees, or to replace same in the event of any calamity, disaster, vandalism or theft;
- g. Each such policy of insurance shall contain a waiver of subrogation provision; and
- h. Shall extend to acts or occurrences occurring on the Premises which are related to Lessee's actions or business.

Certificates of all insurance coverage shall be delivered to Lessor seven (7) days prior to the Commencement Date and on an annual basis hereafter.

IX. PURPOSE OF PREMISES ALLOWED USE. Said Premises shall be used for the following purposes and for no other purpose whatsoever: all baseball activities, such as, practices,

league games, tournaments, and their support services of parking, concessions and restrooms. Any other uses shall be deemed a material breach of this lease, unless authorized in writing by Lessor prior to the actual use of the Premises in such manner. Lessee is granted the sole and exclusive rights to schedule, host, organize and permit baseball related events. Permission for any other organization, club, school, camp or individual to use these fields, other than a sub-lease, for any games, must be secured from Lessee first and approved second by the Moline Park and Recreation Board.

- X. **OBSERVANCE OF LAWS AND CODES.** The Premises shall not be used in any manner where the use would violate federal or state law, municipal ordinance or any rule or regulation enacted pursuant to any of the above. The Premises shall not be used in any way, which would increase the insurance coverage rates. Breach of the conditions in this Article shall be construed as a material breach of this lease. Lessee must, at its sole cost and expense, promptly correct any violation and comply with all laws, ordinances, notices, permits, requirements, orders, regulations and recommendations now or in the future in effect, of whatever nature, of all federal, state, county, municipal and other authorities, with respect to Lessee's conduct or use of the Premises.
- XI. **MECHANICS LIENS.** Neither Lessee nor anyone claiming by, through, or under Lessee shall have the right to file or place any mechanics lien or other lien of any kind or character whatsoever upon the Premises, and notice is hereby given that no contractor, sub-contractor, or anyone else who may furnish any material, service, or labor shall at any time be or become entitled to any lien on the Premises, and for the further security of Lessor, Lessee covenants and agrees to give actual notice thereof in advance to any and all contractors and sub-contractors who may furnish or agree to furnish any such material, services, or labor.
- XII. **RIGHTS IN THE EVENT OF FIRE, CALAMITY OR OTHER DISASTER.** In the event that the Premises in question are destroyed or rendered untenable by calamity, disaster or condemnation; the Lessor may immediately terminate this lease by serving written notice on Lessee. In lieu thereof, the Lessor may choose to repair. In the event that it is reasonably estimated that the repairs cannot be accomplished within four months, the Lessee shall have the right to terminate the lease upon delivery of a written notice to the Lessor. Rent shall abate during the time when the Premises are untenable. If only a portion of the leased Premises becomes untenable, rent shall abate only on that portion of the Premises. In the event of calamity, disaster, or condemnation, the Lessor shall have the right to demand that the Lessee advise in writing within thirty (30) days whether Lessee intends to terminate lease under the terms of this section.
- XIII. **UTILITIES.** The Lessor shall pay for the utilities used on Premises, including gas, electricity to concession stand, water, and sewage. Lessee shall pay costs associated with diamond lights for fields, Lessor to pay exterior perimeter lighting of the leased area. The failure of Lessee to pay any such utility shall be construed as a material breach of this lease.
- XIV. **TAXES.** Lessee shall pay any and all taxes levied and assessed, including any real estate taxes, upon the Premises, any personal property, buildings, fixtures and improvements belonging to

Lessor and located upon said demised Premises, as well as all leasehold and possessory interest taxes levied or assessed by any proper taxing authority.

- XV. **DEFAULT.** In the event that Lessee shall be in default of any payment of any rent or in the performance of any terms or conditions herein, Lessor may terminate and end this lease, notwithstanding any other requirements for termination. Further, Lessor may enter upon said Premises and remove all persons and property therefrom, and Lessee shall not be entitled to any money paid hereunder or any part thereof. In the event Lessor shall bring a legal action to enforce any of the terms hereof, or to obtain possession of said Premises by reason of any default of Lessee, Lessee agrees to pay Lessor all costs of such legal action, including reasonable attorney fees.
- XVI. **REMEDIES.** In addition to any other remedies provided by law or equity, in the event of any default or breach of this Agreement, or any of its terms or conditions, by either party hereto, or any successor to such party, such party or successor shall, upon written notice from the other, proceed immediately to cure or remedy such default or breach within thirty (30) days after receipt of such notice. Said written notice shall describe the nature of the default, and what action, if any, is deemed necessary to cure the same. In case such action is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, but in no event longer than thirty (30) days after receipt such notice, unless mutually agreed to in writing by the parties, the aggrieved party may terminate this Lease by providing final written notice to the other or institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the party in default or breach of its obligations. Upon termination of the Agreement by either party, Lessee must peacefully surrender the Premises to Lessor; Lessor must peacefully surrender Lessee's equipment to Lessee. The Premises leased herein shall include all appurtenant fixtures to said real estate, which, upon termination of this Lease shall remain with the Premises and return to Lessor.
- XVII. **HOLDING OVER.** In the event that Lessee shall hold over and remain in possession of the demised Premises with the consent of the Lessor, such holding over shall be deemed to be from year to year only and not an extension of the lease for a similar term and upon all of the same rents, terms, covenants, and conditions as contained herein.
- XVIII. **OTHER AGREEMENT OF LESSEE.** Lessee agrees, in addition to all the terms and conditions of the Lease set forth above, as follows:
- a. To pay all reasonable costs, including reasonable attorney fees and other expenses, made and incurred by the Lessor in enforcing the terms of this lease;
 - b. To permit Lessor and its agents and employees without limitation to enter on the Premises or any part thereof, at all reasonable hours, for purpose of examining the same or making such repairs or alterations as may be necessary for the safety or preservation thereof;
 - c. That no representation as to the condition of repair thereof has been made by Lessor or its agent, prior to, or at the execution of, this lease other than is herein expressed

or endorsed hereon, and Lessee relies upon no representations other than those set forth herein in entering into this lease;

- d. Lessor shall have lien on all of the property of the Lessee used or situated on the demised Premises, to secure payment of the rent (and other indebtedness owing from Lessee to Lessor at any time during the existence of this lease) to become due under this lease, and in default of payment, may take possession of and sell such of said property as maybe sufficient to pay the delinquent rent or indebtedness;
- e. Lessor shall have the right to sell the Premises, provided notice or such contemplated sale shall be given in writing to the Lessee at least one hundred-eighty (180) days prior to the time fixed for vacation of the Premises by the Lessee, and provided that during such period, the Lessee shall have the option to buy the Premises at the price and on the terms of such contemplated sale. In the event of a sale of the Premises by the Lessor after such notice and the failure of the Lessee's option to purchase, Lessee agrees to vacate and give possession of the Premises within one hundred-eighty (180) days after written notice of sale, given by Lessor to Lessee;
- f. Lessor shall not be liable for injury to Lessee or damage to Lessee's property from failure to keep Premises in repair of from any act, omission or negligence of Lessee or other persons;
- g. not to commit or suffer any waste in or upon said Premises; and
- h. to comply strictly and literally with any and all rules, regulations and requirements that may be at any time imposed by virtue of any insurance policy, rules and regulations issued by the Moline Park and Recreation Board, and as all federal, state, and municipal laws, as set forth above

XIX. FAILURE TO INSIST ON STRICT PERFORMANCE NOT A WAIVER. Failure of the Lessor or Lessee to insist on the strict performance of the term, agreements and conditions herein contained or any part of them, shall not constitute or be construed as a waiver or relinquishment of the Lessor's or Lessee's right thereafter to enforce any such term, agreement or condition, but the same shall instead continue in full force and effect.

XX. NOTICE. Any notice required or permitted hereunder shall be in writing, signed by the party giving the notice, and shall be deemed given when:

- a. Hand delivered to the party to whom the notice is addressed; or
- b. Mailed by certified mail, return receipt requested, United States mail, postage prepaid, and addressed to the party at the address shown below:

Lessor:
Moline Park and Recreation
c/o Director
3635 4th Avenue.
Moline, Illinois 61265

Lessee:
Moline Little League
c/o Jack Burns, President
PO Box 923
Moline, IL 61266-0923

With a copy to:

City of Moline
c/o City Attorney
619 16th Street
Moline, Illinois 61265

- c. Either party may change the address and individual(s) to whom the notice is to be directed by written notice sent to the other party in the manner provided above.

XXI. **CHOICE OF LAW.** This lease shall be governed by the laws of the State of Illinois, and the sole and exclusive venue for any disputes arising out of this lease shall be any state court located within Rock Island County, Illinois, or federal court located within the same venue.

XXII. **GAME FIELDS, BUILDINGS AND PARKING LOT CONSTRUCTION.** Any new construction, additions, remodeling, improvements to existing structures, baseball fences, infields turfs and parking lots must be approved by Lessor in writing. All revisions or new construction shall become the property of the City of Moline upon termination of this lease. Moline Park and Recreation Board must approve, in writing, any improvements or changes to fields of a physical or structural nature. Any construction connected with utilities must be approved in advance by the Building Official and work must be completed by licensed and bonded contractors. Permits for any such construction work will be required. Lessor shall pave the parking lots and support roadway construction.

XXIII. **PERSONAL PROPERTY.** All personal property of the Lessee located on said Premises shall remain the property of Lessee under its sole and exclusive possession and control at all times during the period of this lease and any extension thereof, and said property shall remain the property of the Lessee, regardless of the termination of this lease.

XXIV. **MISCELLANEOUS.**

- a. This Lease and each and every one of the terms and provisions thereof shall be for the benefit of and be binding upon the parties hereto and each of them and their respective heirs, executors, administrators, grantees, successors and assigns.
- b. This Lease contains the entire understanding between the parties hereto and supersedes any and all prior agreements, undertakings and arrangements between the parties relating to the subject matter hereof. All amendments, changes, modifications or alterations of the terms and conditions hereof shall be in writing and signed by all parties hereto.
- c. The captions of the Lease are used for convenience of reference only and shall have no significance in construing the text of the Lease.
- d. Lessee guarantees the undersigned President of Moline Little League has the authority to execute this document on Lessee's behalf and bind Lessee to the terms and conditions of this Lease.

- e. The invalidity of any part of this Lease will not and shall not be deemed to affect the validity of any other part. In the event that any provision of this Lease is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

IN WITNESS WHEREOF, the Lessor and Lessee hereunto set their hands and seals and have caused these presents to be signed.

CITY OF MOLINE, ILLINOIS
(LESSOR)

MOLINE LITTLE LEAGUE
(LESSEE)

By: _____
Scott Raes, Mayor

By: _____
Jack Burns, President

Attest:

By: _____
Tracy Koranda, City Clerk

Approved as to Form:

By: _____
City Attorney

Exhibit A

MAP OF "PREMISES"



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Exhibit B

INSURANCE REQUIREMENTS

The City of Moline shall be named as an additional insured.

Certificate Holder should read: City of Moline

619 16th Street

Moline, Illinois 61265

Cancellation should read: *Should any of the above described policies be cancelled before the expiration date thereof, the issuing insured shall mail 30 days written notice to the certificate holder named to the left and no cancellation thereof shall be effective without such notice to the certificate holder.*

Council Bill/Resolution No. 1002-2016

Sponsor: _____

A RESOLUTION

AUTHORIZING approval of a Reconciliation Change Order with Walter D. Laud, Inc. for Project #1221, 2015 Pavement Patching Program, in the amount of \$202,129.72.

WHEREAS, in order to make final payment to the contractor and close out this contract, a Reconciliation Change Order is needed in the amount of \$202,129.72; and

WHEREAS, said change order reflects the difference between the estimated bid quantities and final quantities actually constructed; and

WHEREAS, said change order increases the original contract value of \$1,183,790.55 by 17.1% to \$1,385,920.27.

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

That the City Council finds it in the best interest of the City of Moline, Illinois, to authorize approval of a Reconciliation Change Order with Walter D. Laud, Inc. for Project #1221, 2015 Pavement Patching Program, in the amount of \$202,129.72; provided, however, that said change order 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 12, 2016
Date

Passed: January 12, 2016

Approved: January 26, 2016

Attest: _____
City Clerk

Approved as to Form:

City Attorney

REASON FOR CHANGE

Reconciliation Change Order

- 1 - 37 Adjustments to final quantities are based off of final field measurements
- * 38 & *42 Installed detector loops @ multiple patch locations
- * 39 Removed four panels of concrete at a dead end street to accommodate for drainage
- * 40 & *41 Drain tile and decorative rock installed near a large patch that was done for the Water Dept.
- * 43 Installed corrugated decking under a sidewalk patch
- * 44 Installed flat top for Storm Dept. while a patch was replaced

CHANGE ORDER APPROVAL

Contractor: Scott C. Hall

Date: 12/16/15

Council Bill/Resolution No. 1003-2016
Sponsor: _____

A RESOLUTION

AUTHORIZING approval of a Reconciliation Change Order with Legacy Corporation of IL for Project #1187, 15th Street Storm Sewer By-Pass, in the amount of \$25,327.94.

WHEREAS, in order to make final payment to the contractor and close out this contract, a Reconciliation Change Order is needed in the amount of \$25,327.94; and

WHEREAS, said change order reflects the difference between the estimated bid quantities and final quantities actually constructed; and

WHEREAS, said change order increases the original contract value of \$96,340.00 by 26.3% to \$121,667.94.

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

That the City Council finds it in the best interest of the City of Moline, Illinois, to authorize approval of a Reconciliation Change Order with Legacy Corporation of IL for Project #1187, 15th Street Storm Sewer By-Pass, in the amount of \$25,327.94; provided, however, that said change order 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 12, 2016
Date

Passed: January 12, 2016

Approved: January 26, 2016

Attest: _____
City Clerk

Approved as to Form:

City Attorney

CITY OF MOLINE

CONTRACT CHANGE ORDER

Project No. : 1187

Description: 15th Street By-Pass Storm Sewer

Contractor : Legacy

Date : 12/18/15

Change Order No. : 1 and FINAL

Sheet 1 of 1

CONTRACT	
Original Contract	\$96,340.00
Changes To-Date	\$25,327.94
Adjusted Contract	\$121,667.94
% Change	26.3%

*	Item	Description	Quantity	Unit	Price	Addition	Deduction
		STORM					
	1	TREE REMOVAL (8-15) UNITS	0	Units	\$50.00		
	2	STORM MANHOLE, TY "A", T.1.F., 6' DIA, C.L., BOLT DOWN	0	Each	\$6,000.00		
	3	STORM SEWER, 36"	0	LF	\$120.00		
	4	CONCRETE COLLAR	0	Each	\$2,000.00		
	5	SURFACE RESTORATION	0	L.Sum	\$20,000.00		
	6	BLOCK RETAINING WALL REMOVAL AND REPLACEMENT	0	L.Sum	\$1,500.00		
	7	TRAFFIC CONTROL COMPLETE	0	L.Sum	\$1,000.00		
	8	SEEDING SPECIAL COMPLETE	0	L.Sum	\$5,000.00		
*	9	ROCK EX AND FOUNDATION REMOVAL	1	L.Sum	\$25,327.94	\$25,327.94	

* Denotes new item added to contract

Previous Changes =	Total Changes To-Date = \$25,327.94	Totals	\$25,327.94	\$0.00
		Net Change	\$25,327.94	

REASON FOR CHANGE

1-8 Adjustments to final quantities are based off of final field measurements

*9 Rock excavation and foundation removal were required to complete the job

CHANGE ORDER APPROVAL

Contractor: _____

Bhl Cl

Date: 12-18-15

Sponsor: _____

AN ORDINANCE

AMENDING Chapter 20, "MOTOR VEHICLES AND TRAFFIC," of the Moline Code of Ordinances, Section 20-5124, "UNAUTHORIZED PERSONS USING PERSONS WITH DISABILITIES PARKING SPACES; A VIOLATION," Appendix 24, "PERSONS WITH DISABILITIES PARKING SPACES," by removing one on-street stall at 1150 14th Avenue.

WHEREAS, a request was received and reviewed by the Traffic Committee on January 5, 2016; and

WHEREAS, the request meets the criteria for removing said parking space.

NOW, THEREFORE, 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, Section 20-5124, "UNAUTHORIZED PERSONS USING PERSONS WITH DISABILITIES PARKING SPACES; A VIOLATION," Appendix 24, "PERSONS WITH DISABILITIES PARKING SPACES," is hereby amended by removing one on-street stall at 1150 14th Avenue.

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/Special Ordinance No. 4003-2016

Sponsor: _____

A SPECIAL ORDINANCE

AWARDING certain contracts for water treatment chemicals to be used by the Department of Public Works for the calendar year 2016; and

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

WHEREAS, bids were received through the Bi-State Regional Commission for various water treatment chemicals to be used by the 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 \$1,460.00/ton.
3. Chlorine (Liquid) to Viking Chemical Company, 1827 18th Avenue, P.O. Box 1595, Rockford, IL 61110-0095. Price \$360.00/ton.
4. Chlorine (Sodium Hypochlorite) to Vertex Chemical Corporation, 11685 Manchester Road, St. Louis, Missouri 63131. Price \$0.65/gallon.
5. Hydrofluorosilic Acid to Mosaic Crop Nutrition, LLC, 13830 Circa Crossing Drive, Lithia, Florida 33547. Price \$426.00/ton.
6. Lime to Mississippi Lime Company, 3870 S. Lindbergh Boulevard, Suite 200, St. Louis, Missouri 63127. Price \$184.80/ton.
7. Liquid Carbon Dioxide to Praxair, Inc., 7000 High Grove Blvd, Burr Ridge, IL 60527. Price \$120.00/ton.
8. Liquid Ferric Sulfate to Kemira Water Solutions, Inc., 4321 W. 6th Street, Lawrence, Kansas 66049. Price \$236.00/ton.
9. Potassium Permanganate to Carus Corporation, 315 5 Street, Peru, Illinois 61354. Price \$3,600.00/ton.

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 water 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 water treatment chemicals to be used by the Department of Public Works for the calendar year 2016 and 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: Buffalo – Tanna Leonard/Jamie Brooks/Art Horst
Coal Valley -Steve Mullen/
Colona - Rick Crew/Mike Stephens
East Moline - Leath “Chip” Drake/Dave Busch
Moline - Dave Owens
Rock Island – Larry Cook
Silvis - Jim Grafton

FROM: Patty Pearson, Purchasing Coordinator

DATE: November 5, 2015

RE: **2016 Water Treatment Chemicals Bid Results**

Attached for your information and review is the 2016 Water Treatment Chemicals bid tabulation, vendor contact information & cost comparison spreadsheet for the bid opened on Thursday, October 29, 2015. This year all information related to the bid has been loaded up to MediaFire. Paper copies will not be made. You will find the bid tabulation, the cost comparison spreadsheet, vendor contact information, and copies of all bids and vendor supplied information. It is my understanding that each participating government will contact the low bidders regarding any additional information (material safety data sheets or chemical specifications) and/or chemicals for testing that is needed for items bid for that city.

Please notify me once your review and testing are complete and your city has accepted the supplier(s) for your respective chemicals. I would like to send preliminary bid results to the rest of the Joint Purchasing Council members by November 19th. I would like to send the suppliers the bid results and indicate the awarded bidders by December 1, 2015 if possible.

I have again enclosed a Excel spreadsheet comparing this bid to last year’s bid prices. I used this year’s low bid for each chemical. This is a wide form, as I have left all previous years information. You may manipulate it for your own purposes.

If you have any questions, call me at 793-6302, extension 138 or e-mail me a ppearson@bistateonline.org

Thank you for your assistance.

PAP

WATER CHEM\2016\BID RESULTS LETTERS

Iowa: Bettendorf, Buffalo, Davenport, LeClaire, Muscatine, Muscatine, County, Scott County, Waste Commission of Scott County, Walcott; Illinois: Aledo, Alpha, Carbon Cliff, Coal Valley, Colona, Cordova, East Moline, Geneseo, Hampton, Hillsdale, Milan, Moline, Port Byron, Rapids City, Rock Island, Silvis, Henry County, Rock Island County, Sherrard, i Wireless Center and Rock Island Tri-County Consortium

2016 Water Treatment Chemicals – October 29, 2015 - Bid opening

SUPPLIER	COST PER UNIT	TOTAL
1. Aluminum Sulfate (Alum) - Bulk tank truck		
Affinity Chemical, LLC	\$329.95/ton	\$527,920.00
USALCO Michigan City Plant, LLC	\$396.56	\$634,496.00
Univar USA	\$450.00/ton – See Note 9	\$720,000.00
Harcros Chemicals	\$480.00/dry ton	\$768,000.00
Rowell Chemical Corporation	\$490.00/dry ton	\$784,000.00
Chemtrade Chemicals U.S., LLC	\$528.00/dry ton – See Note 3	\$844,800.00
2. Anhydrous Ammonia - Bulk tank truck		
Tanner Industries	\$.81/lb.	\$69,660.00
3. Anthracite Filter Coal - 1 ton bulk sacks on flatbed truck		
4. Anthracite - Crushed, in suitable heavy-duty cloth, paper or polyethylene bags		
CEI – Carbon Enterprises, Inc.	\$.30/lb.	\$7,800.00
5. Caustic Soda - bulk tank truck		
Alexander Chemical Corporation, A Carus Company	\$466.00/ton	\$151,450.00
Brenntag Great Lakes	\$469.00/dry ton	\$152,425.00
Rowell Chemical Corporation	\$470.00/dry ton	\$152,750.00
Univar USA	\$490.00/ton (Full 48,000/loads) – See Note 9	\$159,250.00
Brenntag Mid-South, Inc.	\$495.00/dry standard ton	\$160,875.00
KA Steel Chemicals	\$495.00/dry ton	\$160,875.00
Vertex Chemical Corporation	\$510.00/dry standard ton – See Note 10	\$165,750.00
Harcros Chemicals	\$536.00/dry ton	\$174,200.00
6. Activated Carbon - bulk truck in loads of 30,000 pounds		
Cabot Norit Americas, Inc.	\$.60/lb. – See Note 1	\$72,000.00
Thatcher Company of Montana, Inc.	\$.73/lb.	\$87,600.00
Standard Carbon d/b/a Standard Purification	\$.829/lb. – See Note 8	\$99,480.00
Calgon Carbon Corporation	\$.85/lb. – See Note 2	\$102,000.00
West Rock MWV LLC, Ingevity Chemical Division	\$.89/lb.	\$106,800.00
7. Activated Carbon - 50 lb. bags palletized and plastic wrapped for fork lift		
Cabot Norit Americas, Inc.	\$1,360.00/ton – See Note 1	\$40,800.00
Standard Carbon d/b/a Standard Purification	\$1,627.00 – See Note 8	\$48,810.00
Calgon Carbon Corporation	\$1,820.00/ton – See Note 2	\$54,600.00
Harcros Chemicals	\$3,000.00/ton	\$90,000.00

SUPPLIER	COST PER UNIT	TOTAL
8. Activated Carbon - bulk truck loads not to exceed 20,000 lbs.		
Cabot Norit Americas, Inc.	\$.64/lb. – See Note 1	\$96,000.00
Thatcher Company of Montana, Inc.	\$.77/lb. (sample sent)	\$115,500.00
Calgon Carbon Corporation	\$.85/lb. – See Note 2	\$127,500.00
Standard Carbon d/b/a Standard Purification	\$.915/lb.	\$137,250.00
WestRock MWV LLC, Ingevity Chemical Division	\$.92/lb.	\$138,000.00
9. Chlorine (Gas) 150 lb. Cylinders		
Viking Chemical Co.	\$.32/lb. or \$48.00/cyl. – No sales to East Moline – See Note 11	\$11,952.00
Hawkins, Inc.	\$.34/lb.	\$12,699.00
Brenntag Mid-South, Inc.	\$.355/lb. – No Sales to East Moline Pool	\$13,259.25
DPC Enterprises L.P.	\$.60/lb. or \$90.00 cyl – No sales to East Moline	\$22,410.00
Airgas North Central	\$2.30/lb. or \$345.00/ea	\$85,905.00
10. Chlorine (Sodium Hypochlorite 15%) – 4,500 gallon loads		
Alexander Chemical Corporation, A Carus Company	\$.81/gallon – Rock Island & Moline only	\$148,230.00
Vertex Chemical Corporation	\$.65/gallon – See Note 10	\$177,450.00
KA Steel Chemicals	\$.659/gallon – See Note 4	\$179,907.00
Rowell Chemical Corporation	\$.71/gallon	\$193,830.00
DPC Enterprises, L.P.	\$.85/gallon	\$232,050.00
Harcros Chemicals	\$.90/gallon	\$245,700.00
Brenntag Great Lakes	\$1.03/gallon	\$281,190.00
Univar USA	\$1.065/gallon – See Note 9	\$290,745.00
11. Chlorine (Liquid) - truck load lots varying from 2 to 6 one-ton cylinders		
Viking Chemical Company	\$360.00 – See Note 11	\$39,240.00
Alexander Chemical Corporation, A Carus Company	\$398.00/ton	\$43,382.00
Brenntag Mid-South, Inc.	\$407.00	\$44,363.00
DPC Enterprises, L.P.	\$520.00/dry ton	\$56,680.00
Airgas North Central	\$1,900.00/ea	\$207,100.00
12. Citric Acid - lots of 5-10, 100 lb. bags		
Brenntag Great Lakes	\$.90/lb.	\$2,340.00
Viking Chemical Company	\$.90/lb. or \$45.00 – 50 lb. bag – See Note 11	\$2,340.00
Harcros Chemicals	\$.99/lb.	\$2,574.00
Hawkins, Inc.	\$1.00/lb. – 50 lb. bag	\$2,600.00
Brenntag Mid-South, Inc.	\$1.10/lb.	\$2,860.00
13. Copper Sulfate - lots of 20-30, 50 lb. bags		
Brenntag Great Lakes	\$1.54/lb.	\$9,240.00
Univar USA	\$1.72/lb. – See Note 9	\$10,320.00
Water Solutions Unlimited	\$1.94/lb.	\$11,640.00
Brenntag Mid-South, Inc.	\$2.18/lb.	\$13,080.00
Harcros Chemicals	\$2.99/lb.	\$17,940.00

SUPPLIER	COST PER UNIT	TOTAL
14. Hydrofluosilicic Acid - bulk tank truck		
Brenntag Mid-South, Inc.	\$3.79 (This is what they bid – pap)	\$2,671.95
Viking Chemical Company	\$.299 – East Moline Only – See Note 11	\$22,425.00
Hawkins, Inc.	\$.30/lb. – East Moline only	\$22,500.00
Mosaic Global Sales, LLC	\$.213/lb. – Rock Island & Moline only – See Note 6	\$34,612.50
Alexander Chemical Corporation, A Carus Corporation	\$.226/lb. – Rock Island & Moline only	\$36,725.00
Rowell Chemical Corporation	\$.2435/lb. – Rock Island & Moline only	\$39,568.75
Univar USA	\$.244/lb. – Rock Island & Moline only – See Note 9	\$39,650.00
Brenntag Great Lakes	\$.221/lb. – Total amount reflects a bid for all participants	\$52,487.50
15. Hydrofluosilicic Acid - 15 gallon buckets		
Water Solutions Unlimited	\$3.64/gallon	\$2,566.20
Hawkins, Inc.	\$.36/lb. = \$3.65/gallon	\$2,573.25
Viking Chemical Company	\$3.88/gallon – See Note 11	\$2,735.40
Brenntag Great Lakes	\$.54/lb.	\$3,906.00
Harcros Chemicals	\$.57/lb. = \$5.85/gallon	\$4,124.25
16. Lime - bulk trucks of 50,000 pound loads		
Mississippi Lime Company	\$.09240/lb. = \$184.80/ton	\$175,560.00
Carmeuse Lime & Stone	\$.122135/lb. = \$244.27/ton	\$232,056.50
Harcros Chemicals	\$.19/lb.	\$361,000.00
17. Liquid Carbon Dioxide – Tank Supply		
Praxair, Inc.	\$.06/lb. – See Note 7	\$22,500.00
Airgas North Central	\$.075/lb.	\$28,125.00
Lhoist North America of Missouri, Inc.	\$236.80/ton – See Note 5	\$224,960.00
18. Liquid Ferric Sulfate 18%+++ - bulk tank truck, 4,500 gallon loads		
Kemira Water Solutions, Inc.	\$.118/lb.	\$33,630.00
Chemtrade Chemicals US, Inc.	\$.138/wet lbs. – See Note 3	\$39,330.00
Harcros Chemicals	\$.19/lb.	\$54,150.00
19. Magnesium Bisulfite - lots of approximately four to eight - 30 gallon plastic drums		
Brenntag Mid-South, Inc.	\$.57	\$1,140.00
20. Potassium Permanganate - lots of ten -110 lb. (50Kg) drums		
Marubeni Specialty Chemicals	\$1.82/lb. delivered	\$6,734.00
Viking Chemical Company	\$1.89 – 55 gallon drum – See Note 11	\$6,993.00
Shannon Chemical Corporation	\$2.77/lb.	\$10,249.00

SUPPLIER	COST PER UNIT	TOTAL
21. Potassium Permanganate – 55lb drum (25Kg pails) with handles		
Carus Corporation	\$1.80/lb.	\$27,540.00
Marubeni Specialty Chemicals	\$1.82/lb. delivered	\$27,846.00
Viking Chemical Company	\$1.89/lb. – See Note 11	\$28,917.00
Water Solutions Unlimited	\$2.52/lb.	\$38,556.00
Shannon Chemical Corporation	\$2.77/lb.	\$42,381.00
Harcros Chemicals	\$3.32/lb.	\$50,796.00
American International Chemical	\$3.97/Kg - \$99.25/pail	\$60,741.00
Univar USA	\$4.14/lb. – See Note 9	\$63,342.00
22. Aqua Mag – 55 gallon drums		
Viking Chemical Company	\$.55/lb. – Aqua King 1700 – See Note 11	\$1,724.25
Carus Corporation	\$.56/lb.	\$1,755.60
Hawkins, Inc.	\$.60/lb.	\$1,881.00
Shannon Chemical Corporation	\$.727/lb.	\$2,279.15
23. Liquid Phosphoric Acid – Bulk tank truck		
Brenntag Great Lakes	\$.495/lb.	\$22,275.00
Carus Corporation	\$.496/lb.	\$23,320.00
Brenntag Mid-South, Inc.	\$.54/lb.	\$24,300.00
Shannon Chemical Corporation	\$.557/lb.	\$25,065.00
Harcros Chemicals	\$.59/lb.	\$26,550.00
24. Liquid Ferric Chloride – Bulk Tank Truck		
Harcros Chemicals	\$.19/lb. x 30,000 lbs. =	\$5,700.00
PVS Technologies, Inc.	\$.118/liquid lb. x 30,000 lbs. = \$3,540.00 Gallon Pricing - \$1.375/gallon =	\$41,250.00
Kemira Water Solutions	\$1.45/gallon	\$43,500.00
25. Liquid Sodium Bisulfite - Totes		
Viking Chemical Company	\$1.51/gallon – See Note 11 (Viking Bid - \$1.51 x 15,000 gallons = \$22,650.00 – pap)	\$1,989.00
Brenntag Great Lakes	\$.155/lb. x 15,000 lbs. =	\$2,325.00
Harcros Chemicals	\$.245/lb. x 15,000 lbs. =	\$3,675.00
Brenntag Mid-South, Inc.	\$2.34/gallon	\$35,100.00

No Bids

1. Continental Carbonic
2. Linwood Mining & Minerals
3. Nalco Company
4. Pencco, Inc.
5. SNF Polydyne, Inc.

NOTES

1. Cabot Norit Activated Carbon – See cover letter and provisions to the specifications.
2. Calgon Carbon Corporation – Bid for Items #6, 7, and 8 are for Calgon Carbon's Type Pulsorb WP 220-90 powdered activated carbon. Samples have been sent under separate cover. Affidavit of Compliance. Specification Sheet and MSDS are attached. Calgon Carbon will be taking exception to the Ash spec of 10 Max.
3. Chemtrade Chemicals US, LLC – Chemtrade Chemicals does not accept credit card payments. Terms – Net 30 days after receipt of order.
4. KA Steel Chemical – Price for Sodium Hypochlorite is based on minimum 4,500 gals per shipment as requested in bid documents delivered to one tank at facility. Price for Sodium Hydroxide is based on minimum 12.06 dry tons equal to 47,000 wet lbs. per shipment to one tank at facility. Payment Terms: Net 30 days. Yes, we accept credit cards as a form of payment for shipments delivered to facility at no additional charge. Lead Time: 1-2 day notice is preferred, but KASC, we are able to make deliveries next day or same day if needed in an emergency as requested.
5. Lhoist North America of Missouri, Inc. – Additional truck fuel surcharge based on rate at time of shipment applies. Material per attached product specification sheet.
6. Mosaic Global Sales, LLC – Above price is based on 23% assay adjusted basis and 40,000/lb. minimum releases.
7. Praxair, Inc. – See exceptions to the bid specifications contained in the bid response letter attached to the bid. See Customer-owned Tank Checklist attached to bid. Checklist must be completed before Praxair fills your tank.
8. Standard Carbon d/b/a Standard Purification – Does not accept credit cards.
9. Univar USA – Univar provided no totals for items specified. See additional notes on bid cover letter.

 #5 Caustic Soda – Full 48,000 loads

 #14 price is based on 23% assay adjusted basis, and 40,000 lb. minimum releases.
 No bid East Moline.
10. Vertex Chemical Corporation – See attached quotation information attached to the bid.
11. Viking Chemical Company – Does not accept credit cards. Next day delivery is standard, usually no longer than 48 hours.

CHEMICAL VENDORS FOR 2016

CHEMICAL	VENDOR	2015 UNIT COST	2016 UNIT COST
AMMONIA	TANNER INDUSTRIES, INC.	\$1,620.00/ton	\$1,620.00/ton
CARBON	THATCHER COMPANY OF MONTANA INC.	\$1,480.00 /ton	\$1460.00/ton
CHLORINE (Liquid – 1-Ton Containers)	VIKING CHEMICAL COMPANY	\$367.00/ton	\$360.00/ton
CHLORINE (Sodium Hypochlorite)	VERTEX CHEMICAL CORPORATION	\$0.640/gal	\$0.65/gal
FLUORIDE	MOSAIC CROP NUTRITION, LLC	\$472.00/ton	\$426.00/ton
LIME	MISSISSIPPI LIME	\$179.89/ton	\$184.80/ton
LIQUID CARBON DIOXIDE	PRAXAIR	\$97.00/ton	\$120.00/ton
LIQUID FERRIC SULFATE	KEMIRA WATER SOLUTIONS, INC.	\$202.40/ton	\$236.00/ton
POLYMER - ANIONIC	HAWKINS, INC.	\$3680.00/ton	\$3680.00/ton
POLYMER - CATIONIC	SOLENIS	\$2,100.00/ton	\$2100.00/ton
CATIONIC 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	\$2,100.00/ton
POTASSIUM PERMANGANATE	CARUS CORPORATION	\$3,760.00/ton	\$3600.00/ton
SODIUM POLYPHOSPHATE	CARUS CORPORATION	\$1,260.00/ton	\$1260.00/ton

Vendor Contact List

2016 Water Treatment Chemical

Carus Corporation

315 Fifth Street
Peru, IL 61354
Representative: Barbie Smith, Bid Manager
Telephone: (800) 435-6856
Fax: (815) 224-6697
Email: bids@caruscorporation.com

Hawkins, Inc.

300 S. 14th Avenue
Eldridge, IA 52748
Representative: Brian J. Schumacher
Telephone: (563) 285-6234
Fax: (563) 285-6240
Email: brian.schumacher@hawkinsinc.com

Kemira Water Solutions, Inc.

4321 W. 6th Street
Lawrence, KS 66049
Representative: Christina Imbrogno
Telephone: (800) 879-6353
Fax: (785) 842-2629
Email: kwsna.bids@kemira.com

Mississippi Lime Company

3870 S. Lindbergh Blvd, Ste 200
St. Louis, MO 63127
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Email: sales@mississippilime.com

Mosaic Global Sales, LLC

13830 Circa Crossing Drive
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Praxair, Inc.

7000 High Grove Blvd
Burr Ridge, IL 60527
Representative: Diane M. McAvoy
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Email: municipalbids@praxair.com

Tanner Industries, Inc.

735 Davisville Road
Southampton, PA 18966
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Thatcher Company of Montana, Inc.

P.O. Box 27407
Salt Lake City, UT 84127-0407
Representative: Craig N. Thatcher, President
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Vertex Chemical Corporation

11685 Manchester Road
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Viking Chemical Company

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