

**AGENDA**  
**CITY OF CENTRALIA, MISSOURI**  
**Board of Aldermen**  
**Recessed Meeting**  
Monday, June 1, 2015  
7:00 pm  
City Hall Council Chambers

- I. ROLL CALL
- II. PLEDGE OF ALLIGENCE
- III. ADOPTING AGENDA
- IV. COMMENTS FROM CITIZENS
- V. ACCOUNTS PAYABLE OVER \$1,250
- VI. ACTION AGENDA
  - A. Finance – None Scheduled
  - B. Permits and Licenses – None Scheduled
  - C. Legal –
    - 1. Authorizing the Mayor and City Clerk of Centralia, Missouri to execute an Easement and Restrictive Covenant, an Effluent Irrigation Agreement and an Irrigation Equipment Lease with certain Landowners and Lessees to renew and continue the application on crop land of treated effluent from the City of Centralia, Missouri. – Ordinance  
Bill No. \_\_\_\_\_ Ordinance No. \_\_\_\_\_
  - D. Purchasing –
    - 1. Accepting bid for 750 KVA pad-mount transformer
- VII. AS MAY ARISE
- VIII. ADJOURN

**AGENDA**  
**CITY OF CENTRALIA, MISSOURI**  
**Board of Aldermen**  
**Public Works and Public Utilities Committee**

Monday, June 1, 2015  
Approximately 7:15 P. M.  
City Hall Council Chambers

- I. ROLL CALL
- II. ADOPTING AGENDA
- III. ELECTRIC DEPARTMENT
  - A. Activity Report
  - B. Boring Project Bid and next steps
  - C. Net metering application
  - D. Other
- IV. WATER AND SEWER DEPARTMENT
  - A. Activity Report
  - B. Water
    - 1. Valve insertion tool bids
  - C. Sewer
  - D. Other
- V. PUBLIC WORKS
  - A. Activity Report
  - B. Streets
    - 1. Summer 2015 Overlay Schedule
    - 2. Howard Burton Drive Sidewalk in front of Recreation Park
  - C. Sanitation
  - D. Storm sewer
    - 1. Bruton Street culvert project
  - E. Other
- VI. OTHER
- VII. AS MAY ARISE
- VIII. ADJOURN

## ACCOUNTS PAYABLE OVER \$1250

June 29, 2014

Asplundh (tree Trimming)	\$1,926.22
Bankcard Services (PD Supplies)	\$1,399.64
BHMG Engineers (Boring Project)	\$4,274.30
Engineering Surveys Testing)	\$1,692.50
Mississippi Lime (Quick Lime)	\$3,775.00
Purchase Power (Postage)	\$2,500.00
<b>TOTAL</b>	<b>\$15,567.66</b>

**GRAND TOTAL**

**\$15,567.66**

BILL NO. \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

A BILL TO CREATE AN ORDINANCE ENTITLED:

"AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR AND CITY CLERK OF THE CITY OF CENTRALIA, MISSOURI TO EXECUTE AN EASEMENT AND RESTRICTIVE COVENANT, AN EFFLUENT IRRIGATION AGREEMENT AND AN IRRIGATION EQUIPMENT LEASE WITH CERTAIN LANDOWNERS AND LESSEES CONCERNING IRRIGATION OF CROP LAND WITH EFFLUENT FROM THE CITY OF CENTRALIA SEWAGE TREATMENT PLANT."

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF CENTRALIA, MISSOURI, as follows:

SECTION 1. The Mayor and City Clerk of the City of Centralia, Missouri are hereby authorized and directed to execute an Easement and Restrictive Covenant, an Effluent Irrigation Agreement, and an Irrigation Equipment Lease, all with terms of ten years, with certain landowners and lessees concerning irrigation of crop land in Boone County, Missouri and Audrain County, Missouri with effluent from the City of Centralia sewage treatment plant. The landowners and lessees are as follows: Wayne L. Benoit and Linda V. Benoit, husband and wife, R. Alex Benoit, John David Sims and Karen Elizabeth Sims, husband and wife, and co-trustees of the Karen and David Sims Trust, an inter vivos trust, Marty Bowne and Cynthia L. Bowne, husband and wife, and Jeffery D. Sims and Leslie A. Sims, husband and wife, all of Boone County, Missouri and Audrain County, Missouri, and the Missouri Conference Association Of Seventh-Day Adventists, a Missouri Non-Profit Corporation. These instruments are a renewal of earlier instruments of the same kind with a ten-year term that expired at the end of 2014.

SECTION 2. This ordinance shall take effect and be in full force and effect from and after the date of its passage and approval.

PASSED this 1st day of June, 2015.

\_\_\_\_\_  
Mayor

ATTEST:

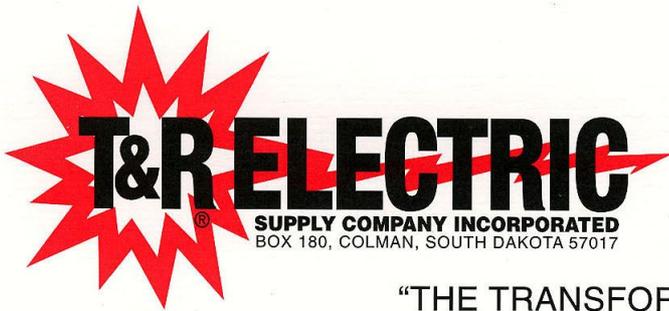
\_\_\_\_\_  
City Clerk

This ordinance approved by the Mayor this 1st day of June, 2015.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk



Call Toll Free 800-843-7994  
(Outside U.S.) 605-534-3555  
FAX 605-534-3861

"THE TRANSFORMER PEOPLE"®

Quote Rev. 38185-1 5/22/2015 1:39:35 PM

Friday, May 22, 2015

TO: Mark Mustain PHONE: 573-682-5658  
Centralia Power Light Dept FAX: 573-682-5658  
RE: Transformer Quotation

We are pleased to offer you the following for your consideration per our specification as follows:

**ITEM 1 - 3 Phase PAD MOUNT**

**SPECIFICATIONS:**

KVA: 750  
High Voltage: 4160GRDY/2400  
Low Voltage: 480Y/277  
Taps: W/TAPS 2 X 2 1/2% +/-  
Notes: USED / RECONDITIONED  
COMMON HO/XO BUSHING  
LV: 1" STUDS

Parts and

Accessories:

Primary Bushings, Dead Front, Loop Feed  
8.3/14.4 KV Wells with Inserts  
Secondary Bushings, Standard Stud Connectors  
Bayonet Fusing  
Oil Level Gauge  
Temperature Gauge  
Pressure Relief Device  
Drain Valve with Sampler  
Pentahead Entry Assembly  
Mineral Oil (standard)  
Non-PCB Label  
Bell Green Paint

PRICE: \$9,896.00 Each Quantity: 2  
Warranty: 36 MONTH  
Shipment: 2-3 WEEKS ARO  
Delivery: FOB: DESTINATION

Additional Notes:

1. All quotes are subject to the "Standard Terms and Conditions of Sale."
2. Quoted shipment lead-time is based on production backlog as of date of quotation and is subject to change.
3. Upon order completion, immediate shipment is available plus

freight on a common carrier. Unless otherwise specified, freight on units quoted is prepaid and allowed in the contiguous US on our next available truck going to your area.

4. Quoted units are subject to prior sale and results of final test.
5. Pricing is valid for 30 days from date of quote.

If you have any questions or need any additional information please call me at 605-684-2141. You may also email me at [bradr@trelectric.com](mailto:bradr@trelectric.com).

Sincerely,  
*Brad Relf*  
Sales Representative



**36 MONTHS  
100%  
Guarantee**

## **GUARANTEE**

**ALL T&R TRANSFORMERS ARE GUARANTEED TO BE FREE FROM DEFECTS IN WORKMANSHIP AND MATERIALS FOR 36 MONTHS UNDER NORMAL USE OR SERVICE ; THAT NORMAL USE OR SERVICE DOES NOT INCLUDE ABNORMAL STRESSES OR STRESS FROM SUCH CAUSES AS INCORRECT PRIMARY VOLTAGE, FREQUENCY OR IMPROPER LOAD.**

**We are not responsible for consequential losses or damages outside of this equipment nor for any repairs or replacements made by others without our written authorization. Should any unit fail within 36 months, we will either repair or replace the transformer or refund your money at our option.**

Excluded under this guarantee are all newly-manufactured transformers and all transformers rebuilt by other rebuilders, in which case their guarantee will prevail.

This guarantee is expressly in lieu of other guarantees.

(605) 534-3555  
(800) 843-7994  
FAX: (605) 534-3861  
E-MAIL: t-r@t-r.com

**T&R Electric Supply Co., Inc.**  
STANDARD TERMS AND CONDITIONS OF SALE  
Effective Date: 12 July 2013

ANY TERM, CONDITION AND/OR PROVISION (HEREAFTER TERMS) OF BUYER'S ORDER WHICH IS IN ANY WAY INCONSISTENT WITH OR IN ADDITION TO THESE TERMS SHALL NOT BE APPLICABLE HERETO OR BINDING UPON SELLER. IF BUYER OBJECTS TO ANY CONDITIONS HEREIN, SUCH OBJECTION MUST BE IN WRITING AND RECEIVED BY THE SELLER AT THE ADDRESS STATED ON THE FACE HEREOF PRIOR TO THE COMMENCEMENT OF PERFORMANCE BY SELLER. RETENTION BY BUYER OF ANY ITEMS DELIVERED BY SELLER HEREUNDER SHALL BE CONCLUSIVELY DEEMED ACCEPTANCE OF THE TERMS HEREOF. SELLER'S FAILURE TO OBJECT TO TERMS CONTAINED IN ANY COMMUNICATION FROM BUYER WILL NOT BE A WAIVER OF THE TERMS HEREOF.

**1. Applicable Terms and Conditions**

The purchase by Customer of the material, equipment, component(s), product(s), supplies, goods and documentation (hereinafter the "Product") is expressly governed by these Terms and Conditions of Sale, and ONLY these Terms and Conditions of Sale, unless specifically agreed to otherwise in writing by T&R Electric Supply Co., Inc. ("T&R").

This sale is expressly conditioned upon Customer's acceptance of the terms and conditions stated below. If not previously given, Customer's payment or acceptance of Product, whichever occurs first, is conclusive to this acceptance.

**2. Quotations**

Each quotation is valid for thirty (30) days from its issue date unless otherwise stated in the quotation, or revoked prior to the issuance of Customer's purchase order.

**3. Prices**

Prices are subject to change without notice. Unless otherwise specified, prices will be the prices in effect at the time of written order acknowledgement by T&R subject to adjustment for subsequent changes directed by the Customer and/or mutually agreed upon escalation formula. Prices will include freight prepaid and allowed to the accessible common carrier point nearest the first destination designated by the Customer in the forty-eight contiguous United States on the next available T&R truck delivering to the Customer's area, unless immediate shipping is required by Customer which charges would not be included in original quote. Customer must give at least two weeks notice to T&R in the event witness tests are required. Charges for said tests will be no less than \$1,000 per day.

Pallets are not included in the price of quote and need to be requested separately. In the event of a price change, the effective date of the change will be the date shown on the revised quotation. Where a price change is made by letter, fax, or email, the effective date may be given as part of the announcement. Pallets and export packaging provided by T&R will not be fumigated and any special requests must be made in advance, and may not be available through T&R.

**4. Taxes**

The price quoted by T&R for the Product does not include any Federal, state, or local property, license, privilege, sale, use, excise, gross receipts, or other like taxes which may now or hereafter be applicable. Payment by T&R of any such taxes shall be for the account of the Customer, and shall be immediately reimbursed by Customer to T&R.

Where Customer, or the end-user, destination is located outside of the United States, the Customer shall pay all customs, duties, and local customs broker fees or costs (U.S. and/or non-U.S.), as well as all other non-U.S. taxes of any type whatsoever.

**5. Terms of Payment**

Payment terms are thirty (30) calendar days from the date of invoice unless otherwise specified in writing.

If, in the judgment of T&R, the financial condition of the Customer at any time prior to shipment is reasonably called into question, then T&R may require payment in advance or cancel without any liability or obligation, any outstanding order, whereupon T&R shall be entitled to receive reasonable cancellation charges.

If payments are not made when due, Customer shall pay, in addition to any overdue penalties, a late charge equal to the greater of 1 1/2% per month cumulative on principal outstanding and prior assessed late charges, or the highest applicable rate allowed by law on all such overdue amounts.

**6. Delivery/Shipment**

Unless otherwise specified, all Products are shipped F.O.B. Colman, SD Prepaid and Allowed for net invoice values of \$1,000.00 or more. Orders less than \$1,000.00 net invoice value are shipped F.O.B. Colman, SD Prepaid and Added. F.O.B. accessible common carrier point nearest first destination designated by the Customer in the forty-eight contiguous United States on the next available contracted carrier truck delivering to the Customer's area, unless immediate shipping is required by Customer which charges would not be included in original quote, freight prepaid.

Cartage (Store Door Delivery): Transportation charges incurred from the nearest accessible common carrier point to final destination or to shipside (in case of shipment to U.S. possessions) are the responsibility of the Customer unless the common carrier furnishes store delivery at no extra charge.

Method of Shipment: Shipping dates contained in quotations are approximate and are based on receipt of complete information with the order. If drawing approval is required, drawings must be returned and released to production within fourteen days, in writing by facsimile or First Class Mail. Upon release to production, shipment date will be determined by work load level at the time of release and may not be the same as previously quoted. An acknowledgement shipment date will be provided upon request of the Customer. T&R will determine the point of origin of shipment, the method of transportation, and the routing of shipment. Customers requiring shipment by a method or routing other than that of T&R's selection will be billed any excess or premium in transportation charges.

Any charges for special services, including but not limited to, special train, lighterage, coordinated arrival times of multiple trucks or other modes of conveyance, construction or repair of transportation facilities will be paid or reimbursed by the Customer.

Customer Pick-Up: No allowance will be made in lieu of transportation if the Customer accepts shipment at the factory, or the warehouse, or freight station.

Customer expressly consents that Will-Call Orders (e.g. orders for which the Customer elects to arrange for transportation) shall be invoiced on the later of the contractually acknowledged shipment date or of the actual product completion. T&R shall not be responsible in any way for Customer's inability to secure timely transportation or any other delay by Customer whatsoever. Any applicable storage charges of completed products shall be in accordance with Section 17 (Delayed Shipment) herein.

Shipment Damage: Except in the event of F.O.B. Destination shipment T&R will not participate in any settlement of claims for concealed or other shipment damage. When shipment has been made on an F.O.B. Destination basis, the Customer must unpack immediately and, if damage is discovered, must

- i. Not move the product from the point of examination;
- ii. Retain shipping container and packing material (if applicable);
- iii. Notify the carrier of any apparent damage in writing on carrier's delivery receipt and request carrier to make an inspection;
- iv. Notify T&R within 72 hours of delivery; and,
- v. Send T&R a copy of the carrier's inspection report.

Inspection and Acceptance: Product will be deemed accepted by the Customer upon receipt. Should the product not comply with technical specifications, Customer must notify T&R in writing, upon immediate receipt and off-loading of any alleged noncompliance, or within two (2) calendar days. Any notification of alleged noncompliance must cite each specification criteria that is alleged to be non-compliant, with evidence of the deviation. Correction of any confirmed noncompliance shall be in accordance with T&R's obligations as defined in Section 8 (Warranty) herein.

**7. Force Majeure**

T&R shall not be liable for failure to perform or for delay in performance due to any cause beyond its reasonable control, including but not limited to: acts of God; acts or omissions which are substantially attributable to the Customer; unusually severe or harsh weather conditions; fire; flood; hurricanes, tornadoes; strikes or other labor difficulties; any act or failure to act or delay in acting on the part of any governmental authority or entity, including the issuance of or failure to issue government decisions; changes in law; riots; epidemics; quarantine restrictions; war; insurrection or riot; acts of a civil or military authority; title and environmental issues; embargoes; fuel or energy shortage; blockages; transportation delays or

accidents; inability to obtain necessary labor, material or manufacturing facilities from usual sources; delays of subcontractors.

In the event of delay in performance due to any such cause, the date of shipment of time for completing will be extended by a period of time equal to the greater of (i) the time reasonably necessary to overcome the effect of such delay, or (ii) the time equal to the period of the delay.

**8. WARRANTY**

All T&R Transformers are guaranteed for the length of time, as stated in the Customer quote, to be free from defects in workmanship and materials under normal use or service; that normal use of service does not include abnormal stresses or stress from such causes as incorrect primary voltage, frequency or improper overload.

T&R is not responsible for consequential losses or damages outside of the Product or for any repairs or replacement made by others without T&R's written authorization. Should any unit fail within the applicable time period of the warranty, T&R will either repair or replace the transformer, or refund the Customer's money, at T&R's option.

Excluded from warranty are all newly manufactured transformers and all transformers rebuilt by other rebuilders, in which case their warranty will prevail.

THIS WARRANTY IS EXPRESSLY IN LIEU OF OTHER WARRANTIES. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

**9. Limitation of Liability**

The total, aggregate, and cumulative liability of T&R (including hereafter for purposes of this Section its affiliates, parent company, shareholders, subsidiaries, officers, directors, employees, agents, assigns and their respective predecessors and successors) to the Customer, whether by indemnity, or in contract, guaranty, tort (including negligence and/or strict liability), by statute, or under any other legal theory shall in no event exceed that purchase order price of the specific Product in question.

Under no circumstances shall T&R be liable to Customer, whether by indemnity, or in contract, guaranty, tort (including negligence and/or strict liability), by statute or under any other legal theory for any special, incidental, indirect or consequential damages or losses of any nature, even if customer has advised T&R in advance of the possibility of such damages.

Under no circumstances shall T&R be liable to Customer, whether by indemnity, or in contract, guaranty, tort (including negligence and/or strict liability) by statute, or under any other legal theory for loss of profit, loss of production, loss of contract, loss of revenue. Loss of use, cost of replacement power or temporary equipment (including additional expenses incurred in using existing facilities); claims or damages of Customer's customers; cost of money, loss of investment opportunity; loss of business opportunity; increased operating costs; financing costs; or government fines, penalties or sums due, even if Customer has advised T&R in advance of the possibility of such economic or financial losses.

The remedies of the Customer set forth herein are exclusive with respect to the Product and include anything done in connection with the Product, such as the performance or breach thereof, or from the manufacture, sale, repair or replacement, delivery, resale, or use of the Product; for the avoidance of doubt, the total, aggregate, and cumulative liability of T&R whether in contract, in tort (including negligence and/or strict liability), indemnity, guaranty, by statute, or under any other legal theory for any matter relating to the Product, shall not exceed the purchase order price of the Product.

Under no circumstances shall T&R be liable to Customer for punitive damages, nor may any arbitrator(s) or court of law award punitive damages against T&R.

No action, regardless of form, arising out of the transaction under this contract may be brought by the Customer more than one (1) year after the cause of action has occurred. T&R shall be entitled to the payment of its attorney's fees and costs in the event that T&R is forced to defend a legal action by Customer which claim(s) is covered and/or precluded by this Section 9 (Limitation of Liability).

**10. Intellectual Property**

The sale by T&R of the product ordered hereunder does not convey or grant license, express or implied, to Customer regarding any of T&R's intellectual property, including but not limited to, patents, copyrights, trademarks, trade secrets, designs, artwork or other proprietary rights, except Customer's non-exclusive right to use such intellectual property solely for the purpose of and only to the extent necessary for, use of the Product purchased hereunder in accordance with T&R's published specifications or used documentation.

**11. Delay Damages**

To the extent that T&R is responsible for any delays in its performance under these Terms and Conditions of Sale with respect to meeting the final shipment date for the Product, its total liability for such performance delay to the Customer shall not exceed an amount equal to 5% of the value of the individual subject Product order. Compensation for Customer's delay damages (in no event exceeding the 5% cap) will represent the full and final satisfaction of T&R's liability for delay. Customer shall be obligated to substantiate through appropriate and reliable documents its damages incurred on account of the late performance of T&R. Customer's performance delay damages shall not be recovered for any intermediate milestone or deliverables by T&R, and covers only the final shipment of the Product. Any amounts payable to Customer by T&R hereunder shall be included as part of the total, aggregate liability cap set forth in Section 9 (Limitation of Liability) herein. Customer shall use all reasonable efforts to mitigate the effect of any delay caused by T&R.

Under no circumstances shall T&R be liable for late shipment damages to Customer where such late shipment has been caused by a force majeure event as defined in Section 7 (Force Majeure) herein, a suspension of the work, a change order or modification to the Product requested by Customer, or any other act or omission of the Customer, or end-user, which has contributed to or resulted in the delay question.

**12. Transfer**

In the event Customer transfers to a third party the Product or any right or interest therein, Customer agrees to indemnify, defend and hold T&R harmless from any and all liability of T&R to such transferee or any subsequent transferee in excess of what T&R's liability would have been if such transferee had been bound by these Terms and Conditions of Sale in the same manner as Customer.

**13. Title - Risk of Loss**

Ownership or legal title to the Product sold by T&R to Customer shall pass to the Customer at the earlier of invoicing date or shipment date. Risk of loss of the Product, or any part of the same, shall also pass to the Customer at the earlier of invoicing date or shipment date.

Until such time as the Customer has paid T&R the full value of the purchase order price, Customer agrees to perform all acts which may be necessary to protect and hold the Product free of claims, demands, liens, or encumbrances, or, alternatively, insure the Product for its full replacement value at Customer's own expense with T&R being included under any such policy as an additional insured and/or to the extent that Customer owes T&R any amount under the purchase order, holding the proceeds of any insurance claim in respect of the Product in trust for T&R.

Without prejudice to any other remedy or right that T&R may legally have, if Customer fails to timely pay all amounts owed under the purchase order for the Product, T&R may at any time take possession of the Product delivered to Customer and sell it. If T&R takes possession of the Product and sells it, Customer continues to be liable to T&R for an amount equal to the aggregate of the unpaid amounts and costs and expenses incurred by T&R in taking possession of, transporting, storing, and selling the Product less an amount equal to the proceeds of the sale.

If any amount owed under the purchase order is not paid timely by the Customer, the Customer hereby irrevocably authorizes T&R or its agents to enter any premises owned, leased, or otherwise occupied by Customer for the purpose of taking possession of the Product. The Customer must provide T&R with access to all information necessary to ensure compliance with this Section 13 (Title – risk of Loss).

#### 14. Contract Variations

Drawing Approval and Changes: If Customer approval of drawings is required, such review, comment, or approval must be received by T&R no later than fourteen (14) calendar days after submittal of drawings by T&R to Customer, timing to begin when the drawings have been received and approved by T&R. If either the Customer fails to comply with this fourteen-day (14-day) timeliness of review requirements or the product has not been released to production within thirty (30) calendar days of written order acknowledgement by T&R, whichever occurs later, the order shall be subject to renegotiation of price and shipment terms. Where Customer's specifications are not sufficiently detailed, T&R reserves the right to design the Product in accordance with T&R's best professional judgment and good commercial practices. If at any time the Customer makes changes to the contract design as covered in Customer's specifications, the contract shall be subject to renegotiation of the price terms and date of shipment to reasonably cover any additional costs and commitments occasioned by the change.

Orders placed On Hold by Customer: An order placed on hold by the Customer for any reason, or by T&R while awaiting payment of overdue invoices, will be taken out of the production schedule. If when the hold is removed, the order will be rescheduled from that subsequent release date at the then prevailing lead-time. Written notice will be sent to the Customer confirming the hold status upon request of the Customer.

Change Orders by Customer: Change orders submitted by the Customer for previously acknowledged purchase orders are subject to additional charges. Changes to purchase orders that have not been released for production are subject to price adjustments for the costs of technical and administrative services, as well as applicable material and/or restocking costs. Changes made to purchase orders that have already been released to production, are subject to these same price adjustments plus \$500 per change for production disruption and inefficiency costs. Lead-time extensions may result depending upon the nature of the change(s).

Customer Supplied Material: From time to time, T&R may agree to install customer supplied material. Such agreements are subject to the following stipulations:

- (i) T&R will not be held responsible for delays in shipment caused by delays in the receipt of Customer supplied material. Such delays will be subject to possible price adjustments due to Customer induced delays and disruptions.
  - (ii) Customer is responsible for supplying T&R with all applicable technical data and drawings (in sufficient detail as determined by T&R) at time of order entry, so as to ensure that the Product design can be made to accommodate form, fit, function, and interface with Customer supplied material.
  - (iii) Errors by the Customer to supply the correct material per the detailed technical data supplied at time of order, may result in delays in shipment and price adjustments.
- T&R will not be held responsible for Customer supplied material that is received damaged in shipment. In such an event, delays in shipment may result and will be subject to price adjustments.

Service Conditions: The liquid-filled transformer products supplied by T&R will be suitable for operation within the "usual service conditions" as defined in IEEE Standard C57.12.00, Section 4.1. Specifically, these usual service conditions include the following:

- (i) The transformer is designed for step down duty.
- (ii) The transformer is designed for operation at the rated kVA, at 3300 feet altitude, without exceeding temperature limits, provided the average temperature of the ambient air does not exceed the limits as listed below. The dielectric strength of the bushings and arrestors will be suitable to allow satisfactory operation at 3300 feet.
- (iii) The maximum temperature of the ambient air should not exceed 40 degree C and the average temperature of the ambient air, for any 24 hour period, should not exceed 30 degree C.
- (iv) The input voltage when applied to any rated tap, at rated frequency, should not result in an output voltage greater than 110% at no load, and 105% at rated output load. The output load power factor must be 80% or better.
- (v) When unusual or special service conditions, such as damaging or explosive vapors, abnormal vibrations, shocks, transportation, storage conditions, poor wave form, unbalanced voltage, or planned regular short circuits exist, or service conditions other than those described in (i), (ii), (iii), and (iv) just above, it is the responsibility of the purchaser to bring these conditions to the attention of T&R at the time a quotation is requested by the Customer from T&R.

Failure by Customer to expressly provide advance notice to T&R of any unusual or special service conditions which do not meet the above may render the products warranty null and void.

#### 15. Termination by Customer

Any order or contract may be cancelled by the purchaser only by written notice and upon payment of reasonable charges based upon the following:

A. Where order is in process, but product is not released for manufacture, cancellation charges shall be the cost of materials that are not useable on other orders, plus 20% of Product price.

B. Where order is in process with production space reserved and materials being readied for assembly:

Engineering Complete .....	25% of product price
Purchasing Complete .....	50% of product price
Material Received in House .....	75% of product price
Within six (6) weeks of acknowledged date of shipment .....	100% of product price

Any Customer terminating or canceling an order in accordance with the above termination schedule shall be fully bound and obligated to T&R in accordance with these Terms and Conditions of Sale to pay the above agreed termination price within thirty (30) calendar days of such termination or cancellation notice.

#### 16. Suspension by Customer

Any order held or delayed or rescheduled at the request of the Customer will be subject to the prices and conditions of sale in effect at the time of the release of the hold or the reschedule. Any such order held or delayed beyond thirty (30) calendar days will be treated as a Customer termination.

#### 17. Delayed Shipment/Storage

When the Product is ready for shipment and shipment cannot be made because of reasons beyond T&R's control, T&R shall submit an invoice for the Product due and payable in accordance with the agreed payment terms and shall, upon written notice to the Customer, store such products. In such event, the following conditions shall apply.

Notwithstanding Section 13 (Title – risk of Loss) herein, risk of loss of the Product shall pass to the Customer upon moving such Product to storage.

All expenses incurred by T&R in connection with the storage of Products, including demurrage, the cost of preparation for storage, storage charges, insurance, and handling charges shall be payable by the Customer upon submission of invoices by T&R.

T&R may, at its sole discretions, agree to store completed units for a maximum of two (2) weeks at no additional charge on a space available basis, with the understanding and the hereby expressed consent of the Customer that the date of invoice will be the date that the product was originally scheduled to ship and that payment terms will not be charged. After such two (2) week timeframe, a storage charge of \$250 per Product per week, or part thereof, will be assessed and billed monthly to the Customer.

#### 18. Cancellation by T&R

T&R shall have the right to cancel at any time by written notice for any material breach of these Terms and Conditions of Sale by Customer.

#### 19. Returning of Product

Product may not be returned except with the prior written agreement of T&R and subject to the terms specified therein by T&R.

#### 20. Product Notices

Customer shall provide the end-user (including its employees) of the Product with all T&R supplied Product and patent notices, warnings, instructions, recommendations and similar materials. Under no circumstances shall Customer or the end-user of the Product remove any such information which may be affixed to the Product or to the related materials shipped with the Product.

#### 21. United States Export Controls

Customer acknowledges that the Product and all documentation and other technical information delivered pursuant to these Terms and Conditions of Sale are subject to export controls under U.S. laws, including but not limited to the Export

Administration Act and the regulations promulgated thereto. Customer agrees to strictly comply with all legal requirements established under these controls and to cooperate fully with T&R in any official or unofficial audit or inspection that relates to these controls. Customer shall not export, re-export, divert, or transfer directly or indirectly, the Product and all documentation or other technical information delivered pursuant to these Terms and Conditions of Sale to any country, or to the nationals of any such country, which the U.S. government determines is a country to which such export, re-export, diversion, transfer or disclosure is restricted. Any breach of this provision will be considered a material breach of these Terms and Conditions of Sale and Customer will be obligated to defend, indemnify (including all attorneys fees and costs) and hold harmless T&R (including all affiliates, shareholder(s), directors, officers, employees, and agents) from any breach of this paragraph by Customer. The performance of T&R in delivering the Product to Customer is conditioned upon the obtaining of all required licenses.

#### 22. Testing and Acceptance of Goods

Testing of the Product before shipment is carried out in accordance with T&R's routine factory test procedures. Upon the Customer's request, T&R shall provide test reports for the Product. In the event Customer requests testing other than T&R's standard factory tests and/or requests witness testing and/or inspections, Customer shall pay for all such additional testing, witness costs, and any and all associated charges.

#### 23. Severability

Should any provision of these Terms and Conditions of Sale be found to be in violation of law, the remainder of these Terms and Conditions of Sale shall be in full force and effect.

#### 24. No Assignment

Neither these Terms and Conditions of Sale nor any rights, interest or benefits of Customer hereunder may be assigned by Customer to any other party without the prior written consent of T&R.

#### 25. Choice of Law/Venue/Jurisdiction/Agreement to Arbitration

The validity, performance, construction, and effect of any purchase order which is subject to these Terms and Conditions of Sale shall be governed by the laws of the State of South Dakota, without regard to its choice of law rules or those of any other jurisdiction.

In the event of any dispute arising out of or in connection with the present product order, the parties shall attempt in good faith to resolve all disputes promptly by negotiation as follows. Any party may give the other party written notice of any dispute not resolved in the normal course of business. Executives of both parties at levels one level above the personnel who have previously been involved in the dispute shall meet at a mutually agreeable time and place within ten (10) business days after delivery of such notice, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute. If the matter has not been resolved within thirty (30) calendar days from the referral of the dispute to senior executives or if no meeting of senior executives has taken place within fifteen (15) calendar days after such referral, either party may initiate mediation as provided hereinafter. If a negotiator intends to be accompanied at a meeting by an attorney, the other negotiator shall be given at least three (3) business days notice of such intention and may also be accompanied by an attorney. All negotiations pursuant to this Section are confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence.

In the event that any dispute arising out of or relating to these Terms and Conditions of Sale is not resolved in accordance with the procedures established just above, such dispute shall be submitted to private, non-binding mediation as provided for below, before resorting to litigation or some other dispute resolution procedure.

Any party to a Claim may initiate mediation by filing a written request for mediation pursuant to these rules. A request for mediation shall contain a brief statement of the nature of the Claim and the names, addresses, and telephone numbers of those who will represent the party, if any, in the mediation. Upon receipt of a request for mediation, the parties shall agree on a qualified mediator to serve. Normally, a single mediator will be appointed unless the parties agree otherwise. If the nature of the Claim is highly technical, the parties shall attempt to choose a mediator(s) who has expertise in the area of dispute.

No person shall serve as a mediator in any claim in which that person has any financial or personal interest in the result of the mediation, except by the written consent of all parties. Prior to accepting an appointment, the prospective mediator shall disclose any circumstance likely to create a presumption of bias or prevent a prompt meeting with the parties. Upon receipt of such information, the parties shall replace the mediator or waive any objection to the mediator. If any mediator shall become unwilling or unable to serve, the parties shall appoint another mediator. Any party may be represented by persons of the party's choice. The names and addresses of such persons shall be communicated in writing to the other party.

The mediator shall fix the date and the time of each mediation session. The mediation shall be held at a convenient location agreeable to the mediator and the parties, as the mediator shall determine. At least fifteen (15) days prior to the first scheduled mediation session, each party shall provide the mediator with a brief memorandum setting forth its position with regard to the issues that need to be resolved with appropriate references to those portions of the Agreement or Addendum which may be in issue. The mediator does not have the authority to impose a settlement on the parties but will attempt to help them reach a satisfactory resolution of the Claim. The mediator is authorized to conduct joint and separate meetings with the parties and to make oral and written recommendations for settlement. Whenever necessary, the mediator may also obtain expert advice concerning technical aspects of the Claim, provided that the parties agree and assume the expenses of obtaining such advice. Arrangements for obtaining such advice shall be made by the mediator or the parties, as the mediator shall determine. Mediation sessions are private. The parties and their representatives may attend mediation sessions. Other persons may attend only with the permission of the parties and with the consent of the mediator.

Confidential information disclosed to a mediator by the parties or by witnesses in the course of the mediation shall not be divulged by the mediator. All records, reports, or other documents received by a mediator while serving in that capacity shall be confidential. The mediator shall not be compelled to divulge such records or to testify in regard to the mediation in any adversary proceeding or judicial forum.

The parties shall maintain the confidentiality of the mediation and shall not rely on, or introduce as evidence in any arbitral, judicial, or other proceeding:

- (a) views expressed or suggestions made by another party with respect to a possible settlement of the Claim;
- (b) admissions made by another party in the course of the mediation proceedings;
- (c) proposals made or views expressed by the mediator; or
- (d) the fact that another party had or had not indicated willingness to accept a proposal for settlement made by the mediator.

There shall be no stenographic record of the mediation process. The mediation shall be terminated:

- (a) by the execution of a settlement agreement by the parties;
- (b) by a written declaration of the mediator to the effect that further efforts at mediation are no longer worthwhile; or
- (c) by a written declaration of a party or parties to the effect that the mediation proceedings are terminated.

No mediator shall be a necessary party in judicial proceedings relating to the mediation, nor shall any mediator be liable to any party for any act or omission in connection with any mediation conducted under these rules.

The mediator shall interpret and apply these rules insofar as they relate to the mediator's duties and responsibilities.

The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator and the expenses of any witness and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the parties unless they agree otherwise.

**ELECTRIC DEPT.**  
**MAY 2015 ACTIVITY REPORT**

1. Daily readings – 42
2. Daily locates – 49
3. Re-reads – 25
4. Disconnects – 17
5. Hauled yard waste & brush from North St site as necessary
6. 616 E Head – replaced and transferred pole
7. 625 S Green – trimmed limbs away from service drop
8. Repaired street lights – Allen/Railroad, Singleton/Rollins, Collier/Barnes
9. 817 E Head – connected temp service
10. Delivered two poles to East City Park for the South Field scoreboard
11. Chipped brush @ 817 E Head St
12. Mow @ WSS and shop - 3
13. Set two poles @ South Field
14. Replaced street light pole @ Booth/Maple
15. Decorative light struck down by Septagon worker @ Hubbell, 210 N Allen, picked up pieces and placed cone over base, replaced light pole @ later date
16. 706 N Allen – trimmed limbs away from service drop
17. Assisted Street Department with separating concrete from clean fill
18. Removed insulated temporary jumpers from lines along Gano Chance and installed permanent jumpers
19. 106 E Barnes – pulled wire and connected electric service after upgrade
20. Mark attended mediation regarding 618 S Central house fire
21. Bobcat 84 – cleaned filter for air conditioning
22. Cleaned/straightened trucks, shop
23. Andrew & Clayton travelled to KCP&L for rubber glove school
24. 804 E Head – tree limb fell from City tree and damaged truck, cleaned up limb
25. 1008 Hampton – pulled wire and connected new service
26. 1025 Hampton – pulled wire and connected new service
27. 101 N Hickman – reconnected service drop after tree trimming completed
28. Pre-bid meeting for railroad crossing project
29. Replaced battery in truck 32
30. Repaired street light @ Hwy124/Gano Chance
31. Hauled pieces of stump @ 702 S. Rollins, 101 N. Collier, 220 E Sneed
32. Repaired D-D lights – Street Barn, alley behind Guard office
33. 804 E Head – started tree removal
34. 702 Ash – connected service drop to new upgraded service
35. 313 N Allen – reconnected service drop that had been disconnected while building was repaired due to storm damage
36. Pulled poles – (4) – Burnett/Allen, Switzler/Barr
37. Jefferson/Rodemyre – trimmed for street clearance
38. Jefferson/Lakeview – trimmed for street clearance
39. E Gano Chance – installed anchor for our line on Ameren pole

40. 221 S Denton – trimmed around street light & wire
41. 16 Mayes Meadow – removed dead pine tree next to pole and trimmed others for line clearance
42. Set up electrical boxes for Anchor Fest
43. 635 N Howard Burton Drive – loaded, delivered, and set new pole
44. 890 E Hwy 22 – loaded, delivered, and set new pole, trenched and installed 140 of 2” conduit, set new pole in center of property, hung 25kVA transformer
45. 605 Ivy Lane – disconnected for upgrade, reconnected after inspection
46. 301 Adams – pulled meter for electrician to tighten connection @ main breaker
47. Attended Power Quality University seminar on grounding

**ACTIVITY REPORT  
WATER DEPARTMENT  
MAY 2015**

- Dug up 12" main at Chance's and Howard Burton to have new 12" valve inserted into main. Assisted and observed installation of insert process.
- Repaired 4" water main at 310 S. Barr
- Replaced bad / leaking key valve at 202 S. Howard Burton
- Worked on fire hydrant at Lakeview / S. Allen to stop leak – fixed
- Flushed all fire hydrants for spring
- Replaced water service and updated at 321 S. Hickman
- Flushed and ran camera at Chance Company (2 days) to find bad spot in sewer main
- Flushed sewer and ran camera in sewer main on Switzler to find sewer tap for house Charlie Stidham tore down (which direction)
- Flushed sewer and ran camera at Ash / E. Lakeview to find sewer tap at empty lot
- Cut sewer tap out of main on Switzler to open sewer main behind Allen street Car Wash
- Lowered meter jar at 111 N. Barr and replaced broken lid
- Used vac trailer at Ivy Ln. to spot water main for Darren Adams sewer line extension
- Ran sewer camera at Eastmont to find lamphole for sewer main lining. Raised lamphole lid to grade.
- Checked manholes during rainfall for infiltration
- Checked leak at 320 S. Barr – residents
- Fixed leak at Creston Court Apartments at meter
- Flushed sewer main at #14 Mayes Meadow to open blockage
- Meeting with Chamber on Anchorfest activities and responsibilities
- Met with Sunnydale at building on Hwy. 22 to find service line to fix leak
- Used vac trailer to spot water mains at tear drop at Park for electric department upcoming bores
- Leveled rock at overland flow road
- Checked leak at 816 S. Jefferson – residents
- Called in to check water pressure at Lot 71 at Tidball's Trailer Ct. –ok
- Assisted street department with patching street cuts
- Met with contractor at Mystic on existing sewer tap (wrong side of main) and how to fix
- Raised manhole at Mystic / Well #6 that was covered up
- Met with farmers on current water levels at ponds and planning
- Read all utility meters for billing
- 17 disconnects for nonpayment



www.hydra-stop.com

A Division of ADS LLC  
11700 South Cicero Avenue  
Alsip, IL 60803  
Telephone: 708 389 5111  
Fax: 708 389 5125

Wednesday, March 04, 2015

Attn: Mike Forsee

City of Centralia Mo.  
114 S. Rollins  
Centralia, MO 65240

RE: Quotation HSPQ7914-01

Dear Mike Forsee,

Thank you for your interest in Hydra-Stop products. Please find your requested quote attached for the following equipment:

**Model 480IV**

The 480IV includes the following features:

- 4" -8" Valve Insertion Capabilities
- Hydraulic Drive Motor
- 150 psi Pressure Rating
- 10"-12" & 16" Valve Insertion Capabilities with Optional Expansion Kit

**About the Hydra-Stop System**

Since 1980 Hydra-Stop products have been recognized as the leading manufacturer of equipment for the line tapping and line stopping industry. We have a solid reputation for innovative thinking and engineering concepts. We provide the highest level of customer service and, most importantly, we offer the most dependable equipment and services at the lowest possible cost. Should you have any questions please feel free to call. You may also find out more about our products & services by visiting our website at [www.hydra-stop.com](http://www.hydra-stop.com).

Thank you for the opportunity to present this proposal for your consideration. If you have any further questions, or need any additional information, please do not hesitate to contact me directly.

Regards,  
Dan Spratt  
Inside Sales Representative  
630-756-5223



144 Tower Drive | Burr Ridge, IL 60527  
 Phone: (708)389-5111 | Fax: (708)389-5125

**QUOTATION:** HSPQ7914-02

**DATE:** 05-05-2015

**Customer ID:** CENT-MO

**Bill To**

**City of Centralia Mo.**

Mike Forsee  
 114 S. Rollins  
 Centralia, MO 65240

**Phone** (573)682-2139

**Fax** (573)682-5956

**Ship To**

**City of Centralia Mo.**

Mike Forsee  
 114 S. Rollins  
 Centralia, MO 65240

**Phone** (573)682-2139

**Fax** (573)682-5956

Sales Representative	Order Taken By	Contact Phone	Terms	Type of Business
Brad Tolman	Dan Spratt	708-389-5111	NET 30	FB - Forecasted Business
FOB	Freight	Lead Time	Client Request Date	Industry
Shipping Point	Prepay & Add	3 Weeks		Water

Line	Part Number	Description	Qty	Unit Price	Ext. Price
1	3-480IV-411	Insta-Valve Unit Complete, 4-8", SR/C/A	1	\$39,519.00	\$39,519.00

**Grand Total \$39,519.00**

The sale of product (s) or services provided by Hydra-Stop shall be governed by the attached Terms and Conditions. Hydra-Stop's offer to sell products to or to provide services to you ("Customer") is expressly limited by Customer's acceptance of these Terms and Conditions, as evidenced by Customer's issuance of a purchase order for products (s) or services, or Customer's payment for any additional products or services under the purchase order. Additional or different terms or conditions proposed by Customer (including those that may be contained in Customer's purchase order) shall be void and of no effect unless a written agreement to contrary is provided by Hydra-Stop.

**Authorizing Signature:**

I have read the quotation and agree to the terms and conditions outlined therein. To confirm this sales order, provide the following information and fax to (708)389-5125 or email to dspratt@idexcorp.com.

Signature: \_\_\_\_\_

P.O Number: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

***STREET & SANITATION DEPARTMENT***  
***Activity Report for May 2015***

1. Daily trash collection
2. Weekly cardboard and bi-weekly curbside recycling collection
3. Had 1 double trash route this month
4. Dug out and reset culvert and added 10ft of 10in metal culvert to driveway on Bruton for homeowner at 224 s. Reed and cleaned the ditches
5. Hauled and spread 6 loads of rock on the park road and bladed
6. Did 50 locates
7. Assisted the water dept. with installation of a new valve on Howard Burton
8. Hauled 3 loads of recycling to Civic Recycling in Columbia
9. Hauled off 5 loads of dirt at the cemetery
10. Hauled 2 loads of mulch to the city park
11. Met with Todd Hudson and discussed drainage around his house
12. Got a load of trash carts and put into shed
13. Loaded 1 truck with mulch
14. Cleaned up the loader and 1 ton truck
15. Bladed the roads at the cemetery
16. Assembled and delivered 6 trash carts to city residents
17. Interviewed several people for the two summer positions and hired 2 people
18. Spent a few days working on the salt shed
19. Met with Mrs. Goins at 604 Early and discussed drainage
20. Took out the loaner dumpsters several times this month
21. Hauled 2 loads of rock to the Jaycee park
22. Attended meeting with the chamber about the Anchor Festival
23. Bladed Randolph, Ivy, Campbell, s. Columbia, Bicentennial Park parking lot, several alleys and shoulders
24. Hauled 2 loads of plastic to Ryan Ent. in Millersburg
25. Piled brush and grass at the drop off site and cleaned up lots of trash several times this month
26. Cleaned up the shop and office
27. Went and got a load of cold mix and spent several days patching potholes around town
28. Added rock and smoothed up lots of shoulders and alleys
29. Repaired back gate at the landfill
30. Dug out and patched back street cuts, 1 on Barr, 1 on Southgate, 1 on Booth, 1 on Westwind, and 1 on Howard Burton
31. Met with Ed Ramsey about a hole he wanted to fill
32. Interviewed several people for the opening in the sanitation dept. and hired one
33. Did maintenance and repairs to the sweeper and the mower tractor
34. Loaded up spreader several times for the park dept. with ball field material
35. Hauled 70+ barricades to the city square and blocked off streets for the Anchor Festival
36. Straightened signs
37. Trimmed tree limbs blocking signs and hanging over sidewalks
38. Mowed and weed eated all around town
39. Spent several days working on drainage around town
40. Swept street around town