
THE VILLAGE OF TINLEY PARK
Cook County, Illinois
Will County, Illinois

RESOLUTION
NO. 2019-R-106

**A RESOLUTION APPROVING A SALT PURCHASE AGREEMENT
WITH MORTON SALT, INC. FOR FISCAL YEAR 2020**

JACOB C. VANDENBERG, PRESIDENT
KRISTIN A. THIRION, VILLAGE CLERK

CYNTHIA A. BERG
WILLIAM P. BRADY
WILLIAM A. BRENNAN
DIANE M. GALANTE
MICHAEL W. GLOTZ
MICHAEL G. MUELLER
Board of Trustees

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Tinley Park
Peterson, Johnson, & Murray Chicago, LLC, Village Attorneys
200 W. Adams, Suite 2125 Chicago, IL 60606

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Will County, Illinois

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**A RESOLUTION APPROVING A SALT PURCHASE AGREEMENT
WITH MORTON SALT, INC. FOR FISCAL YEAR 2020**

WHEREAS, Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois provides that any municipality which has a population of more than 25,000 is a home rule unit, and the Village of Tinley Park, Cook and Will Counties, Illinois, with a population in excess of 25,000 is, therefore, a home rule unit and, pursuant to the provisions of said Section 6(a) of Article VII, may exercise any power and perform any function pertaining to its government and affairs, including, but not limited to, the power to tax and to incur debt; and

WHEREAS, the Village of Tinley Park (“Village”) has received eight (8) requests for proposals for 5500 tons of bulk rock salt for fiscal year 2020, whereby Village staff determined that Morton Salt, Inc., (“Morton Salt”) submitted the lowest proposal in the amount of \$87.36 per ton; and

WHEREAS, the Village and Morton Salt now desire to enter into a Salt Purchase Agreement (“Agreement”) pertaining to the Village’s supply of salt for fiscal year 2020 in an amount of \$87.36 per ton, not to exceed \$480,480.00, further described in the attached Exhibit 1; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interest of said Village of Tinley Park and its residents to approve said Agreement with Morton Salt pursuant to this Resolution; and

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS, STATE AS FOLLOWS:

SECTION 1: The foregoing recitals shall be and are hereby incorporated as findings of fact as if said recitals were fully set forth herein.

SECTION 2: The President and Board of Trustees of the Village of Tinley Park hereby find that it is in the best interest of the Village and its residents that the aforesaid Agreement be entered into with Morton Salt, in an amount not to exceed \$480,480, or \$87.36 per ton for 5,500 tons and that the Village President is hereby authorized to execute said Agreement on behalf of the Village, with said Agreement to be substantially in the form attached hereto and made a part hereof as Exhibit 1, subject to review and revision as to form by the Village Attorney.

SECTION 3: Any policy, resolution, or ordinance of the Village that conflicts with the provisions of this Resolution shall be and is hereby repealed to the extent of such conflict.

SECTION 4: That this Resolution shall be in full force and effect from and after its adoption and approval.

SECTION 5: That the Village Clerk is hereby ordered and directed to publish this Resolution in pamphlet form, and this Resolution shall be in full force and effect from and after its passage, approval, and publication as required by law.

PASSED THIS 15th day of October, 2019.

AYES: Berg, Brady, Brennan, Galante, Glotz, Mueller

NAYS: None

ABSENT: None

APPROVED THIS 15th day of October, 2019.



VILLAGE PRESIDENT

ATTEST:



DEPUTY VILLAGE CLERK

STATE OF ILLINOIS)
COUNTY OF COOK)
COUNTY OF WILL) SS

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2019-R-106, "A RESOLUTION APPROVING A SALT PURCHASE AGREEMENT WITH MORTON SALT, INC. FOR FISCAL YEAR 2020," which was adopted by the President and Board of Trustees of the Village of Tinley Park on October 15, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 15th day of October, 2019.


DEPUTY VILLAGE CLERK



SEP 06, 2019

Village of Tinley Park
16250 Oak Park Avenue
Tinley Park IL 60477-1628

Dear Sir/Madam

MORTON SALT, INC. is pleased to offer you the following bulk deicing salt pricing for the season 2019/2020.

Description	Valid From	Valid To	Transport Mode	Min Order
Bulk Safe-T-Salt	JUL 01, 2019	APR 30, 2020	Delivered	20 TON
5500 TON 5940037428/720			MORTON CALUMET(CH	87.36 USD per TON
Total Tons:	5500 TON			

Do you wish to change the tonnage? Yes ___ No ___ New tonnage is: _____ Tons

Reason for tonnage change: _____

Delivered prices are based upon full truckload quantities specific to the delivery address shown below.
Normal delivery is 1-5 business days ARO.

Any applicable taxes are extra. Terms are net 30 days. Initial order must be placed by December 31st

Please review your account information and advise if any changes are required;

Delivery Address:
VLG TINLEY PARK-IL
7980 183RD ST
TINLEY PARK IL 60477-3679

Print Name: _____
Title: _____
Email Address: _____
Phone Number: _____
Fax Number: _____

Customer #3656176

To confirm and accept this quotation, please sign the acceptance and return via mail (address below), email, or fax within 30 days of the date shown above.

Acceptance:

I accept the MORTON SALT, INC. price for season 2019/2020.

Signature: _____

Date: 10/15/19

Return to:
Customer Service
Email: buyroadsalt@mortonsalt.com
Fax: 630-214-0725
444 W Lake St.
Chicago IL 60606



 **MORTON SALT**

To place orders, please contact our Customer Service Department:

Phone: 855-665-4540

Fax: 630-214-0725

Email: buyroadsalt@mortonsalt.com

Normal business hours are 6:00am to 4:00pm CST, M-F.

Sincerely,

MORTON SALT, INC.

**444 West Lake Street
Suite 3000
Chicago, IL 60606-0090**

**TEL 312.807.2000
WEB mortonsalt.com**

MORTON SALT, INC.
A K+S GROUP COMPANY

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Terms and Conditions

1. All orders are subject to the conditions set forth hereon, and no agreement or other understanding in any way modifying or supplementing these conditions shall be binding upon Seller unless made in writing and signed by an authorized executive of Seller.
2. This price quotation does not include sales, use, or any other taxes, which will be added to the price, if applicable.
3. Terms of payment are net thirty (30) days (subject to Credit Department approval). The Seller reserves the right to charge a one and a half percent (1½%) per month service charge on amounts outstanding more than thirty (30) days from the date of the invoice, effective as of the thirty-first day from the date of the invoice.
4. Effort will be made to effect shipment as soon as possible after an order is received but Seller shall not be responsible for any delay or failure to deliver caused wholly or in part by any cause not resulting from negligence on the part of Seller, including without limitation, fire, flood, accident, strike, labor trouble, civil commotion, acts of terrorism, war, demands, requests or requirements of governmental authority, failure in production equipment, product availability, inability to obtain fuel, power, raw materials or shipping capacity or acts of God, including snow, ice or other weather related problems. Transportation surcharges may be applied in the event of significant cost increases in transportation beyond the reasonable control of the Seller.
5. All claims of shortages in quantities delivered, quality or delivery of material other than ordered must be made in writing by Buyer within seven (7) days of receipt of shipment and supported by satisfactory evidence. Buyer, by acceptance of the material covered by this transaction, assumes all risk and responsibility incident to the handling and use of said material and for the results obtained through use of said material, and shall indemnify and hold Seller harmless of and from any and all claims with respect thereto.
6. Seller warrants the material sold hereunder is suitable for ice control only. Seller's liability is limited to providing additional material to the extent any material is shown to be otherwise than as warranted, and Seller shall be in no event liable otherwise or for indirect or consequential damages. THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
7. The SELLER reserves the right upon notice to BUYER to condition any future shipments (including those previously ordered or in transit) upon SELLER'S receipt of cash, certified or cashier's check in the amount of the invoice prices of such shipments and inclusive of all freight.
8. Delivered prices are based upon full truckload. Shipments are made in dump trucks carrying 20-25 tons and normally delivered within 5 days. Exceptions to truck minimums: in Michigan-50 ton minimum (or single trailer 25 ton minimum); Utah-40 ton minimum (or single trailer 25 ton minimum or tri-axle truck 18 ton minimum); Ohio piler delivery-200 ton minimum; 10 ton minimum per truck pickup where offered and available. Please give at least 24 hours notice prior to pick-up.
9. Estimated tonnage for existing customers is a weighted average calculation of purchases from Morton Salt in the last five (5) years. Customer requests above the estimated tonnage are subject to product availability and pricing changes. Increases in any of Seller's transportation and warehousing costs, and extraordinary increases in Seller's costs of production, including without limitation, in its costs of energy or package materials, may be passed along to Buyer upon advance notice to cover the increased costs to Seller.
10. Should fuel costs rise to a level requiring carriers to implement a fuel surcharge, the surcharge amount will be additional, and will be shown as a separate line item on the invoice. If implemented, fuel surcharge amounts may vary weekly, and are based on the fuel cost averages published at www.eia.doe.gov.