
THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

**RESOLUTION
NO. 2023-R-125**

**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY
PARK AND MORTON SALT, INC. FOR BULK ROAD SALT PURCHASE**

**MICHAEL W. GLOTZ, PRESIDENT
NANCY M. O'CONNOR, VILLAGE CLERK**

**WILLIAM P. BRADY
WILLIAM A. BRENNAN
DENNIS P. MAHONEY
MICHAEL G. MUELLER
KENNETH E. SHAW
COLLEEN M. SULLIVAN
Board of Trustees**

RESOLUTION NO. 2023-R-125

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND MORTON SALT, INC. FOR BULK ROAD SALT PURCHASE

WHEREAS, the Village of Tinley Park, Cook and Will Counties, Illinois, is a Home Rule Unit pursuant to the Illinois Constitution of 1970; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into an agreement with Morton Salt, Inc., A True and correct copy of such AGREEMENT being attached hereto and made a part hereof as **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 interests of said Village of Tinley Park that said agreement be entered into by the Village of Tinley Park;

NOW, THEREFORE, Be It Resolved by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, as follows:

Section 1: The Preambles hereto are hereby made a part of, and operative provisions of, this Resolution as fully as if completely repeated at length herein.

Section 2: That this President and Board of Trustees of the Village of Tinley Park hereby find that it is in the best interests of the Village of Tinley Park and its residents that the aforesaid "agreement" be entered into and executed by said Village of Tinley Park, with said agreement to be substantially in the form attached hereto and made a part hereof as **EXHIBIT 1**.

Section 3: That the President and Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois are hereby authorized to execute for and on behalf of said Village of Tinley Park the aforesaid AGREEMENT.

Section 4: That this Resolution shall take effect from and after its adoption and approval.

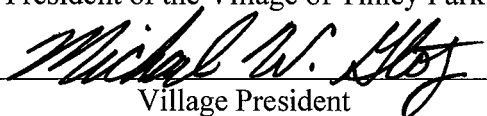
ADOPTED this 3rd day of October, 2023, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES: Brady, Brennan, MAhoney, Mueller, Shaw, Sullivan

NAYS: None

ABSENT: None

APPROVED this 3rd day of October, 2023, by the President of the Village of Tinley Park.


Village President

ATTEST:

Village Clerk

EXHIBIT 1

**AGREEMENT WITH MORTON SALT, INC. FOR
BULK ROAD SALT PURCHASE**



MORTON SALT

SEP 13, 2023

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

Dear Sir/Madam

MORTON SALT, INC. / CENTRAL SALT LLC is pleased to offer you the following bulk deicing salt pricing for the season 2023/2024.

Description	Valid From	Valid To	Transport Mode	Min Order
Bulk Safe-T-Salt	JUL 01, 2023	APR 30, 2024	Delivered	20 TON
5500 TON	5940064445/720		MORTON CALUMET(CH	75.81 USD per TON
Total Tons:	5500 TON			

Do you wish to change the tonnage? Yes ___ No ___ Upon approval, new total requested tonnage is: _____ Tons

Reason for tonnage change: _____

Delivered prices are based upon full truckload quantities from SELLER's location listed above to specific to the delivery address shown below.

Any applicable taxes are extra. Terms are net 30 days. Initial order must be placed by December 31, 2023.

Tonnage Commitment: SELLER agrees to supply up to 100% of the Quoted Tonnage, and CUSTOMER guarantees to purchase a minimum of 40% of the total Quoted Tonnage by December 31, 2023 and a minimum of 0% of the total Quoted Tonnage by March 31, 2024. If CUSTOMER fails to purchase the minimum 40% December 31, 2023, SELLER reserves the right to terminate this quote. SELLER will invoice CUSTOMER for any shortfall below the minimum committed tonnage at the quoted price within thirty (30) days of the purchase deadline.

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

Name and Title of Customer's authorized representative: _____

Customer #3656176

Email Address: _____

Phone Number: _____

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

TEL 855.665.4540
WEB mymortonsalt.com/login

MORTON SALT, INC.

5930003168



MORTON SALT

To confirm and accept this quote, please sign this form and return via e-mail, mail, or fax to seller within seven (7) days of the date of this quote.

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

CUSTOMER ACCEPTANCE: I accept this price quote for CUSTOMER for season 2023/2024 .

CUSTOMER's Signature: Michael W. Hoff Date: 10-3-23

This quote is valid for acceptance by CUSTOMER within seven (7) days after the date of issuance. If this form is not signed and returned by CUSTOMER to SELLER within seven (7) days, then the quote is null and void. This quote is not binding on Seller until CUSTOMER's signed acceptance form is accepted and confirmed in writing by Seller.

Customer # 3656176

All orders must be placed through myMorton at mymortonsalt.com/login
To place orders and view invoices 24/7, logon or register at mymortonsalt.com/login

For future correspondence, if your email address will be changing, please provide it below.

Email address for quote communication: _____



MORTON SALT

STANDARD TERMS FOR COMMERCIAL BULK DEICING SALT CUSTOMERS (2023-2024 WINTER SEASON)

"SELLER" means Morton Salt, Inc. unless otherwise stated on the quote form.

"CUSTOMER" means the customer signing the price quote; and "TONS" means short tons

1. Orders based on the price quote are subject to the terms and conditions set forth herein, 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. All orders are subject to product availability. SELLER reserves the right to decline any order, suspend a shipment, or terminate an existing order for any reason that affects SELLER's ability to deliver product, including, without limitation, conditions at production facilities or terminals of SELLER or SELLER's affiliates.
3. Effort will be made to ship Product as soon as possible after an order is accepted by SELLER, however SELLER shall not be responsible for any delay or failure to deliver caused wholly or in part by any cause not resulting from SELLER's negligence, 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 SELLER.
4. Please order at least 24 hours prior to the expected delivery date. Delivered pricing quotes are based on shipments made in dump trucks carrying a minimum quantity of 22-25 tons per shipment, except for the following: in Michigan, there is 50-ton minimum quantity (or single trailer 25-ton minimum); in Utah, a 40-ton minimum (or single trailer, 25-ton minimum or in-axis truck 18-ton minimum); in Ohio, per delivery-200 ton minimum; a 10-ton minimum per truck pickup where offered and available. Normal delivery is 1 to 5 business days.
5. Prices quoted are good for the product sourced from the stated shipping location. Any orders for product quantities exceeding Quoted Tonnage is subject to product availability and may be declined by SELLER with no liability to Customer, or may be sourced from an alternate shipping location within SELLER's network of affiliates, and are subject to price adjustment for incremental transportation costs incurred by SELLER to fulfill such orders. SELLER reserves the right: (i) to direct Customer pickups to an alternate shipping locations within a specific market (within fifty(50) miles of the original shipping location), depending on SELLER's inventory availability, and (ii) charge a fee for any in-transit load that is diverted from its original destination in order to fulfill CUSTOMER's order. For delivered pricing quotes, if fuel costs rise to a level requiring carriers to implement a fuel surcharge, SELLER reserves the right to invoice Customer for the fuel surcharge amount as an additional charge that will be shown as a separate line item on the invoice. If implemented, the fuel surcharge amount may vary weekly, and are based on the fuel cost averages published www.eia.doe.gov.
6. Orders must be placed via myMorton online portal whenever possible. Orders placed for pickup may not be available for 24 hours from the time the order is placed.
7. SELLER warrants the product 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 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.
8. Any claims of quantity errors, quality issues, or damages must be made in writing to SELLER within five (5) days of delivery and must include satisfactory evidence. Customer, by acceptance of the Product, assumes all risk and responsibility incident to the handling and use of said product and for the results obtained through the use of said material, and shall indemnify and hold SELLER harmless of and from any and all claims with respect thereto.
9. The price quote does not include any sales, use or other taxes, which will be added to the price, if applicable, as a separate line item at time of invoicing. All purchases are subject to the appropriate sales tax rate, and the Customer will be charged such tax unless Customer is exempt and has provided SELLER with the appropriate sales tax exemption certificate for Customer.
10. Payment is due net thirty (30) days, subject to SELLER's Credit Department approval. SELLER reserves the right to charge a one and a half percent (1 1/2%) 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 invoice. SELLER also reserves the right upon notice to CUSTOMER 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 invoiced price for such shipments and inclusive of all freight.
11. In the event of a product shortage, SELLER has the right to allocate available product among its customers, including itself.
12. This price quote and terms herein are construed and governed by the laws of the State of Illinois.

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

TEL 855.665.4540
WEB mymortonsalt.com/login

MORTON SALT, INC.

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

CERTIFICATE

I, NANCY M. O’CONNOR, 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. 2023-R-125, “**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND MORTON SALT, INC. FOR BULK ROAD SALT PURCHASE**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on October 3rd, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 3rd day of October 2023.



VILLAGE CLERK



CONTRACT AND DOCUMENT APPROVAL CHECKLIST

Ordinance/Resolution No: 2023-R-125 Bulk Road Salt Purchase Morton

Exhibits Attached: Yes No

Contracting Party/Vendor: Morton Salt, 855-665-4540

Contract Contact Info: 444 W. Lake St., Suite 3000 Chicago IL 60606

Bid Opening Date (If applicable): _____

Mylar (Rcvd by Clerk's Office): Y / N - Date Sent for Recording: _____ Date Recorded: _____

Certificates of Insurance Received: Yes No

Contract Expiration: Date: 4/30/24

Signature of Contracting Party received: Yes Date: _____

Staff Review Date: 9/27/23 Approved Via: email By: KM

Attorney Review: Date: _____ Approved Via: _____ By: _____

Village Manager Review: Date: 9/29/2023 Approved Via: in person By: PC

Committee Review Date: 10/3/2023 Committee Type: COW

Committee Approval Date: 10/3/2023 Committee Type: COW

Village Board Meeting: Date: 10/3/2023

Village Board Approval: Date: 10/3/2023 Approved: X Denied: _____

Notes:

Empty box for notes.