



# CITY OF WOOD DALE

**NEXT ORDINANCE NUMBER: O-19- 010**

**NEXT RESOLUTION NUMBER: R-19- 24**

## **PUBLIC NOTICE OF CITY COUNCIL MEETING**

IN ACCORDANCE WITH THE APPLICABLE STATUTES OF THE STATE OF ILLINOIS AND THE ORDINANCES OF THE CITY OF WOOD DALE, THE NEXT REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF WOOD DALE IS SCHEDULED TO BE HELD AT THE HOUR OF 7:30 P.M. ON THURSDAY, MAY 16, 2019 IN THE COUNCIL CHAMBERS OF THE CITY HALL, 404 N. WOOD DALE ROAD, WOOD DALE, ILLINOIS, DURING WHICH MEETING IT IS ANTICIPATED THAT THERE WILL BE DISCUSSION OF THE FOLLOWING:

AGENDA  
CITY OF WOOD DALE, ILLINOIS  
REGULAR CITY COUNCIL MEETING  
MAY 16, 2019

**I. CALL TO ORDER**

**II. ROLL CALL**

**Mayor Pulice**

**Alderman Catalano**

**Alderman Jakab**

**Alderman Messina**

**Alderman Sorrentino**

**Alderman Susmarski**

**Alderman Eugene Wesley**

**Alderman Roy Wesley**

**Alderman Woods**

**III. PLEDGE OF ALLEGIANCE**

**IV. APPROVAL OF MINUTES**

A. May 2, 2019 Regular City Council Meeting Minutes

**V. COMMUNICATIONS AND PETITIONS**

*Citizens will be given the opportunity to address the City Council during the time set aside in the Meeting for Public Comment under Communications and Petitions. Please direct your comments to the Mayor, limit your remarks to three (3) minutes, and kindly refrain from making repetitive statements.*

A. Citizens To Be Heard

B. Written Communiques of Citizens to Be Heard

**VI. MAYOR'S REPORT**

A. Mayoral Appointments

i. Stormwater Management Committee

- a. Reappointment of Dorrie Madonna For a Three (3) Year Term  
Commencing On May 16, 2019 and Expiring April 30, 2022

B. Student Government Day Proclamation

**VII. CITY MANAGER'S REPORT**

**VIII. CONSENT AGENDA**

A. Omnibus Vote

- i. A Resolution Authorizing an Agreement between the City of Wood Dale and CTR Systems Inc. for the FY 2020 Irving Park Road Sewer Repair Project in a Not-to -Exceed Amount of \$17,000
- ii. A Resolution Authorizing an Agreement between the City of Wood Dale and Compass Minerals America, Inc. for the FY 2020 Bulk Rock Salt Contract in an Amount Not to Exceed \$86,278.40

**IX. COMMITTEE CHAIRMAN REPORTS**

A. Planning, Zoning And Building Committee

B. Public Health, Safety, Judiciary And Ethics Committee

C. Public Works Committee

- i. Approval of Final Payment to BP&T Co. for Masonry Tuck Pointing of Salt Creek Greenway Trail Pedestrian Bridge in the Amount of \$8,972.50
- ii. Approval of Final Payment to Kim Construction for the 2018 Sanitary Sewer Rehabilitation Project in the Amount of \$31,521.25

D. Finance And Administration Committee

- i. Municipal Aggregation Renewal 2019 (Traditional Option)
- ii. Municipal Aggregation Renewal 2019 (100% Green Energy Option)

**X. OTHER BUSINESS**

A. Airport Noise Report

B. Stormwater Commission Report

C. A Resolution Authorizing the City of Wood Dale, DuPage County, Illinois, to Sell Municipally Owned Real Estate Commonly Known As 145 Elmwood

**XI. APPROVAL OF LIST OF BILLS**

A. List of Bills for 05/16/19 - \$1,564,894.24

**XII. EXECUTIVE SESSION**

**XIII. ITEMS TO BE REFERRED**

**XIV. ITEMS FOR INFORMATION ONLY**

**XV. ADJOURNMENT**

**POSTED IN CITY HALL ON MAY 10, 2019 AT 4:30 PM**

Shirley J. Siebert, City Clerk



# CITY OF WOOD DALE

404 North Wood Dale Rd • Wood Dale, Illinois 60191

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MINUTES OF THE REGULAR CITY COUNCIL MEETING OF THE CITY OF WOOD DALE, DU PAGE COUNTY, ILLINOIS IN THE CITY ADMINISTRATION BUILDING MAY 2, 2019:

I. CALL TO ORDER:

Mayor Pulice called the meeting to order at 7:30 p.m.

II. ROLL CALL:

Upon roll call the following were:

Present: Aldermen Catalano, Jakab, Messina, Sorrentino, Susmarski, E. Wesley and Woods along with Mayor Pulice

Absent: Alderman R. Wesley

Also Present: Legal Counsel Bond, City Manager Mermuys, City Clerk Siebert and Treasurer Porch

Whereupon the Mayor declared a quorum present.

III. PLEDGE OF ALLEGIANCE

IV. APPROVAL OF MINUTES: City Council Meeting – April 18, 2019

On a motion by Alderman E. Wesley, seconded by Alderman Susmarski, to approve the Regular City Council Meeting Minutes of April 18, 2019, as presented. When the question was put, a roll call vote was taken with the following results:

Ayes: Aldermen Catalano, Jakab, Messina Sorrentino, Susmarski, E. Wesley and Woods

Nays: None

Whereupon the Mayor declared the motion carried.

V. COMMUNICATIONS AND PETITIONS:

A. **Citizens to Be Heard on Matters Not Listed On Agenda**

No Citizen wishes to be heard.

B. **Written Communiqués of Citizens to Be Heard**

Mayor Pulice received a letter from Franks Fresh Market requesting a liquor license so they may serve beer, wine and champagne in their food store. The Mayor stated more facts are needed to fulfill their request.

VI. MAYOR'S REPORT:

Mayor Pulice congratulated all re-elected Members of the City and indicated he is looking forward to working with the Residents of Wood Dale over the next four years.

VII. CITY MANAGER MERMUYS REPORTED:

**Upcoming Special Events:**

May 11, 2019 Green Fair at Georgetown Shopping Center 10:00 p.m. – 2:00 p.m.

May 14, 2019 - Bike with the Cops 6:00 p.m. at City Hall Parking Lot

May 27, 2019 – Memorial Day Parade steps off at Addison and Irving Park 11:00 a.m.  
Ceremony following at Veterans Memorial Park.

During the month of June there will be Cruise Nights, Movie Nights and Music in the Park, along with Public Works Open House

July will offer Movie Nights, Cruise Nights and Prairie Fest.

August there will be Movie Nights, Cruise Nights, Music in the Park and the Police National Night Out.

VIII. CONSENT AGENDA:

**A. Omnibus Vote:**

The Mayor questioned if there were any objections to the Consent Agenda, hearing none it was then moved by Alderman E. Wesley , seconded by Alderman Jakab to approve Items 1, 2 ,3 and 4 on the Consent Agenda. When the question was put, a roll call vote was taken with the following results:

Ayes: Aldermen Catalano, Jakab, Messina, Sorrentino, Susmarski, E. Wesley and Woods

Nays: None

Whereupon the Mayor declared the motion carried, approving the following:

1. An Ordinance Amending Section 14.105 of Chapter 14 of the Municipal Code of the City of Wood Dale to Revise Longevity Pay for Certain Full-Time Sworn Supervisor Members of the Police Department (O-19-008)
2. An Ordinance Approving a Text Amendment to Sections 17.502 and 17.602 of the City of Wood Dale Municipal Code Relative to Screening of Outdoor Storage and to Add Flexibility and Clarify Fence Regulations. (O-19-009)
3. A Resolution Approving an Agreement Between the City of Wood Dale and the Tenant and Owner of the Property Located at 230 W. Irving Park Road for Facade Improvements. (R-19-21)
4. A Resolution Approving a Contract between the City of Wood Dale and RJN Group for FY 2020 Infiltration/Inflow Project in a Not-To-Exceed Amount of \$154,391. (R-19-22)

IX. COMMITTEE CHAIRMAN REPORTS:

**A. PLANNING, ZONING & BUILDING COMMITTEE:**

No Report

**B. PUBLIC HEALTH, SAFETY, JUDICIARY AND ETHICS COMMITTEE:**

No Report

**C. PUBLIC WORKS COMMITTEE:**

No Report

**A. FINANCE AND ADMINISTRATION COMMITTEE:**

No Report

X. OTHER BUSINESS:

A. **O'HARE NOISE COMMITTEE REPORT:**

No Report

**STORMWATER COMMISSION REPORT:**

No Report

XI. APPROVAL OF LIST OF BILLS: 05/2/2019 - \$969,808.39

On a motion by Alderman Messina, seconded by Alderman Susmarski to approve the May 2, 2019 payment of the List of Bills, as presented, in the amount of \$969,808.39 for the following:

• General Fund	\$	304,241.97
• Road & Bridge Fund	\$	1,175.39
• Motor Fuel Tax Fund	\$	---
• Tourism Fund	\$	37,877.49
• Narcotics Fund	\$	625.77
• TIF District #1	\$	---
• Capital Projects Fund	\$	401,713.12
• Land Acquisition Fund	\$	---
• CERF	\$	2,005.10
• Commuter Parking Lot Fund	\$	4,538.33
• Sanitation Fund	\$	65,705.22
• Equipment Replacement Fund	\$	---
• Water & Sewer Capital Projects	\$	2,317.50
• Water & Sewer Fund	\$	149,608.50
• Special Service Area Fund	\$	---
• Grants Fund	\$	---
Total of All Funds:	\$	<u>969,808.39</u>

Total Number of Checks: **81**

When the question was put, a roll call vote was taken with the following results:

Ayes: Aldermen Catalano, Jakab, Messina, Sorrentino, Susmarski, E. Wesley and Woods

Nays: None

Whereupon the Mayor declared the motion carried.

XII. INTRODUCTION OF CIRCUIT COURT JUDGE KAREN M. WILSON

Legal Counsel Bond introduced Circuit Court Judge Karen M. Milson, who swore in the Wood Dale Elected Officers after the 2017 Municipal Election. Attorney Bond briefly presented Judge Wilson's credentials and thanked her for administering the Oaths of Office to the newly elected City Officials.

XIII. SWEARING-IN OF NEWLY ELECTED WOOD DALE PARK COMMISSIONER DENICE SBERTOLI

XIV. ADJOURNMENT OF THE 2017-2019 CITY COUNCIL FOR THE CITY OF WOOD DALE SINE DIE

On a motion by Alderman Woods, seconded by Alderman Susmarski to adjourn the 2017-2019 City Council for the City of Wood Dale *Sine Die*. When the question was put a roll call vote was taken with the following results:

Ayes: Aldermen Catalano, Jakab, Messina, Sorrentino, Susmarski, E. Wesley and Woods

Nays: None

Whereupon the Mayor declared the motion carried.

XV. CALL TO ORDER:

XVI: PLEDGE OF ALLEGIANCE

XVII: ROLL CALL

Upon roll call the following were:

Present: Aldermen Catalano, Jakab, Messina, Sorrentino, Susmarski, E. Wesley and Woods and Mayor Pulice

Absent: Alderman R. Wesley

Also Present: Legal Counsel Bond, City Manager Mermuys, City Clerk Siebert and Treasurer Porch

Whereupon the Mayor declared a quorum present.

XVIII. INTRODUCTION OF CIRCUIT COURT JUDGE KAREN M. WILSON

City Attorney Bond introduced Circuit Court Judge Karen M. Wilson, who swore in the Wood Dale Elected Officials after the 2017 Municipal Election. Attorney Bond briefly Presented Judge Wilson's credentials and thanked her for administering the Oaths of Offices to the newly elected City Officials.

XIX. SWEARING IN OF NEWLY ELECTED CITY OF WOOD DALE ELECTED OFFICIALS

Circuit Court Judge Karen Wilson administered the Oaths of Office to the newly elected City Officials, consisting of Mayor Pulice, Clerk Siebert, Treasurer Porch, Alderman Messina, Alderman Woods, Alderman Sorrentino, and Alderman Susmarski

XX. MAYORAL APPOINTMENTS:

With the Advice and Consent of the City Council, Mayor Pulice made the following appointments:

A. **Wood Dale for a Greener Tomorrow:**

1. Reappointment of Lynn Curiale for a Two (2) Year Term  
Commencing on May 2, 2019 and Expiring on April 30, 2021

B. **Stormwater Management Committee:**

1. Reappointment of Gail Bedard for a Three (3) Year Term  
Commencing on May 2, 2019 and Expiring on April 30, 2022
2. Reappointment of Steve Krych for a Two (2) Year Term

Commencing on May 2, 2019 and Expiring on April 30, 2021

3. Reappointment of Dolores Kopp for a Two (2) Year Term  
Commencing on May 2, 2019 and Expiring on April 30, 2021
4. Reappointment of Warren Wawczak for a Two (2) Year Term  
Commencing on May 2, 2019 and Expiring on April 30, 2021

**C. Police and Fire Commissioners:**

1. Reappointment of Al Tegtmeyer for a Three (3) Year Term  
Commencing on May 2, 2019 and Expiring on April 30, 2022

**D. Building Code Board of Appeals:**

1. Reappointment of John Cartina for a Five (5) Year Term  
Commencing on May 2, 2019 and Expiring on April 30, 2024

**E. Community Development Commission:**

1. Reappointment of Richard Petersen for a Two (2) Year Term  
Commencing on May 2, 2019 and Expiring on April 30, 2021
2. Reappointment of Richard St. Marie for a Two (2) Year Term  
Commencing on May 2, 2019 and Expiring on April 30, 2021
3. Reappointment of George Vant for a Two (2) Year Term  
Commencing on May 2, 2019 and Expiring on April 30, 2021

**F. Police Pension Board:**

1. Reappointment of Sandra Porch for a Two (2) Year Term  
Commencing on May 2, 2019 and Expiring on April 30, 2021

**G. Streetscape and Economic Enhancement Committee:**

1. Reappointment of Michel Curiale for a Two Year Term  
Commencing on May 2, 2019 and Expiring on April 30, 2021

**COMMITTEE APPOINTMENTS**

**BUILDING, ZONING & DEVELOPMENT**

Chair: Jakab- Vice Chair: Messina

**FINANCE**

Chair: Woods – Vice Chair: Susmarski

**GREENER TOMORROW**

Chair: E. Wesley – Vice Chair: Catalano

**SPECIAL EVENTS**

Woods, Messina, Siebert

**PUBLIC HEALTH & SAFETY**

Chair: Sorrentino – Vice Chair: Susmarski

**PUBLIC WORKS**

Chair: Catalano – Vice Chair: E. Wesley

**STREETSCAPE**

Chair: Woods – Vice Chair: Jakab

**STORMWATER LIASON**

E. Wesley

**MAYOR PRO TEM**

Arthur Woods

**XXI. CITY MANAGER’S REPORT:**

No Report

**XXII. CONSENT AGENDA:**

**A. Omnibus Vote**

It was moved by Alderman E. Wesley and seconded by Alderman Messina to approve the Consent Agenda and the item on the Consent Agenda being, A Resolution Authorizing the



Execution of an Employment Agreement for City Manager between the City of Wood Dale and Jeffrey Mermuys.

When the question was put, a roll call vote was taken with the following results:

Ayes: Aldermen Catalano, Jakab, Messina, Sorrentino, Susmarski, E. Wesley and Woods

Nays: None

Whereupon the Mayor declared the motion carried.

**XXIII: ADJOURNMENT:**

It was moved by Alderman Woods, seconded by Alderman Susmarski, to adjourn the Regular City Council Meeting of May 2, 2019. When the question was put, a roll call vote was taken with the following results:

Ayes: Aldermen Catalano, Jakab, Messina, Sorrentino, Susmarski, E. Wesley and Woods

Nays: None

Whereupon the Mayor declared the motion carried, and the meeting adjourned at 8: 35 p.m.

*Minutes Taken by City Clerk, Shirley J. Siebert*

*Minutes Reviewed by Legal Counsel Bond*

CITY COUNCIL MINUTES  
MAY 2, 2019  
PAGE 7



## Student Government Day – 5/16/19

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**WHEREAS**, the education of our youth is important to the future of our City, State and Nation; and

**WHEREAS**, teaching students to be involved and knowledgeable about local government is something we should always strive to be doing; and

**WHEREAS**, students from Westview Elementary School learned about local government today from City officials; and

**WHEREAS**, we wish to honor the students, teachers and City officials who participated in this day;

**NOW THEREFORE**, I Annunziato Pulice do hereby proclaim Thursday, May 16, 2019, Student Government Day in Wood Dale, IL.

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Annunziato Pulice, Mayor

Attest:

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Shirley J. Siebert, City Clerk



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## **REQUEST FOR COUNCIL ACTION**

Referred to Council: May 16, 2019  
Subject: FY 2020 Irving Park Sewer Repair Agreement  
Staff Contact: Brett Garelli, Assistant Public Works Director  
Department: Public Works Department

**TITLE:** A Resolution Authorizing an Agreement between the City of Wood Dale and CTR Systems Inc. for the FY 2020 Irving Park Road Sewer Repair Project in a Not-to-Exceed Amount of \$17,000

### **COMMITTEE ACTION FOLLOW-UP ITEMS:**

Committee Vote – Passed:7-0

### **DOCUMENTS ATTACHED**

- ✓ Resolution
- ✓ Committee Packet

**RESOLUTION NO. R-19-24**

**A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF WOOD DALE AND CTR SYSTEMS INC. FOR THE FY 2020 IRVING PARK ROAD SEWER REPAIR PROJECT IN A NOT-TO-EXCEED AMOUNT OF \$17,000.00**

**WHEREAS**, the City of Wood Dale (hereinafter referred to as the “City”) is a duly organized and existing body politic and corporate governed by the provisions of the Illinois Municipal Code, 65 ILCS 5/1-1-1, *et seq.*, and its own duly adopted Municipal Code; and

**WHEREAS**, the City is authorized and empowered under the Illinois Municipal Code, and its Ordinances adopted pursuant thereto, to enter into agreements and to contract for goods and services; and

**WHEREAS**, the Mayor and the City Council of the City seek to ensure that the City is run effectively and efficiently; and

**WHEREAS**, the Mayor and the City Council of the City, seeks the **CTR SYSTEMS INC.** for the **IRVING PARK ROAD SEWER REPAIR**; and

**WHEREAS**, these services are necessary to maintain and promote an effective and efficient City Government; and

**WHEREAS**, after diligent review of the qualifications and services of **CTR SYSTEMS INC.**, the Mayor and the City Council find **CTR SYSTEMS INC.** is the most qualified firm to perform the duties sought by the City; and

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF WOOD DALE, DUPAGE COUNTY, AN ILLINOIS CORPORATION**, as follows:

**SECTION 1:** The recitals set forth above are incorporated herein and made a part hereof.

**SECTION 2:** The Mayor is authorized to execute said Agreement on behalf of the City of Wood Dale, which signature shall be attested to by the City Clerk.

**SECTION 3:** The City Manager, staff and/or the City Attorney shall take the steps necessary to put the terms and conditions of the Agreement into effect.

**SECTION 4:** That all ordinances and resolutions, or parts thereof in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed.

**SECTION 5:** That this Resolution shall be in full force and effect from and after its adoption, approval and publication in pamphlet form as provided by law.

PASSED this **16th day of May, 2019.**

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

APPROVED this **16th day of May, 2019.**

SIGNED: \_\_\_\_\_  
Annunziato Pulice, Mayor

ATTEST: \_\_\_\_\_  
Shirley J. Siebert, City Clerk



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## **REQUEST FOR COMMITTEE ACTION**

Referred to Committee: May 9, 2019  
Subject: FY 2020 Irving Park Sewer Repair Agreement  
Staff Contact: Brett Garelli, Assistant Public Works Director  
Department: Public Works

**TITLE:** Approval of an Agreement between the City of Wood Dale and CTR Systems Inc. for the FY 2020 Irving Park Road Sewer Repair in a Not to Exceed Amount of \$17,000

### **RECOMMENDATION:**

Staff recommendation for Approval of an Agreement Between the City of Wood Dale and CTR Systems Inc. for the FY 2020 Irving Park Road Sewer Repair in a Not to Exceed Amount of \$17,000.00.

### **BACKGROUND:**

The City of Wood Dale Staff attempts to be proactive in televising our sanitary collection system to identify structural problems before they cause problems. Two structural issues were identified east of Addison Road on Irving Park Road. Pictures are attached to show the issues.

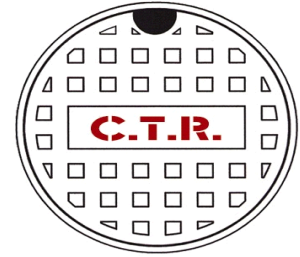
### **ANALYSIS:**

Three Contractors were contacted to provide a proposal for these repairs. Two of the contractors, John Neri Construction and A Lamp Construction, would perform a traditional repair where the street is excavated. CTR Systems Inc. would perform a slip line repair with the road intact. John Neri Construction provided a proposal of \$27,500 which included bypass pumping. A Lamp Construction is making every effort to provide a proposal but is extremely busy right now. The City of Wood Dale staff would perform the bypass pumping should the Council approve this agreement with CTR Systems Inc.

### **DOCUMENTS ATTACHED**

✓ CTR Systems Inc. Proposal and Pictures

**C.T.R. SYSTEMS, INC.**  
**CHICAGOLAND TRENCHLESS**  
**REHABILITATION**  
**7400 WAUKEGAN RD. / SUITE #102**  
**NILES, ILLINOIS 60714**  
**PH.(847) 588-1145**  
**FX.(847) 588-1146**



City of Wood Dale  
 404 N. Wood Dale Road  
 Wood Dale, IL 60191

Office:(630) 766-4900  
 Cell:312-320-6550

**Attn: Brett Garelli**  
**Email:** bgarelli@wooddale.com

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**Proposal : April 25, 2019**

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**DESCRIPTION:** *Sectional Liner on Irving Park Rd. – Wood Dale , IL.-*

We propose to furnish the necessary material, labor, and equipment to perform a C.I.P.P. sectional lining procedures to repair faults within the sanitary line.

**UPSTREAM MH-7-17 to DOWNSTREAM MH-7-18:**

1. CUT BACK WHAT IS SAID TO BE A MINERAL DEPOSIT AT APPROX. 80' @..... \$385. 00
2. INSTALL A 12" X 8' SECTIONAL LINER AT APPROX. 80' FROM UPSTREAM MH-7-17 @ ..... \$6200.00
3. INSTALL A 12" X 8' SECTIONAL LINER AT APPROX. 58' FROM UPSTREAM MH-7-17 @.....\$6200.00

**\*\*NOT TO EXCEED \$17,000\*\***

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**NOTES:**

- WE DEEM IT NECESSARY TO PLUG THE UPSTREAM LINES FOR APPROXIMATELY 30 MIN OR LESS.. THIS WILL MINIMIZE THE AMOUNT OF FLOW, WHILE WE PUT THE SECTIONAL LINER IN PLACE. ONCE THE LINER IS IN PLACE WE WILL LET THE PLUGS LOOSE AND ALLOW THE FLOW TO BE REDUCED TO APPROX. 3" DIAMETER DURING CURING TIME (APPROX. 3HR). WE WILL ALSO WORK WITH VILLAGE PERSONAL TO MONITOR FLOW LEVELS AND HELP SET THE VILLAGE PUMPS IF BYPASS IS NEEDED.
- BOTH OF THE FAULTS IN THE ABOVE REFERENCED SEWER LINE SEGMENT ARE OF EXTREME CONDITION AND IF A FAILURE WAS TO OCCUR DURING THE INSTALL, C.T.R. WILL NOT BE RESPONSIBLE FOR ANY FURTHER OBLIGATIONS OR REPAIRS. IF FAILURE OCCURS BECAUSE OF THE EXTREME CONTIONS OF THE PIPE THERE WILL BE A FORFIET FEE OF \$2,500.00
- IF WE HAVE TO FORFIET BECAUS PIPE CONDITIONS HAVE WORSENERD SINCE THE VIDEO WE REVIEWED (WHICH WAS PERFORMED ON 3-19-19), THERE WILL BE A FORFEIT FEE OF \$2,200.00
- IF WE FEEL WE HAVE TO FORFEIT THE REPAIR DUE TO IMPROPER MEASUREMENTS (GIVEN TO US) OF THE PIPE, THERE WILL BE A FEE OF \$2,500.00

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PRE AND POST INSPECTION USB FLASH DRIVE WILL BE SUPPLIED FOR SPOT REPAIR.

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**Purchaser Will Furnish:**

- Water from a 1½" to 2" outlet capacity outlet for our high velocity jetting equipment. .
- Any special permits or fees.
- Access to all manholes and sewer lines.
- A dump site for debris removed from the sewers and/or manholes during cleaning
- Any additional traffic control should it be necessary to provide more than standard traffic cones and truck mounted arrow boards.

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Thank you for the opportunity and for allowing us to present this quote. If this meets with your acceptance, please sign below and fax a copy back to me along with a purchase order, if applicable. **Payment is due upon completion of the work.**

If you have any questions, please feel free to contact Danny Di Paolo at cell phone no. (773) 575-5302.

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PRINT: \_\_\_\_\_

SIGN: \_\_\_\_\_ DATE: \_\_\_\_\_





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## **REQUEST FOR COUNCIL ACTION**

Referred to Council: May 16, 2019  
Subject: FY 2020 Salt Contract  
Staff Contact: Alan Lange, Assistant Public Works Director  
Department: Public Works

**TITLE:** A Resolution Authorizing an Agreement between the City of Wood Dale and Compass Minerals America, Inc. for the FY 2020 Bulk Rock Salt Contract in an Amount Not to Exceed \$86,278.40

### **COMMITTEE ACTION FOLLOW-UP ITEMS:**

Committee Vote – Passed 7-0

### **RECOMMENDATION:**

Staff recommends approval of agreement between City of Wood Dale and Compass Minerals America, Inc. for the purchase of bulk rock salt in an amount not to exceed \$86,278.40.

### **BACKGROUND:**

In the past the City of Wood Dale has used DuPage County Division of Transportation's Bulk Rock Salt Bid as an outline for the purchase of bulk rock salt. The County solicits bids for the upcoming year, and tabulates the results. Included in this bid is the allowance for individual municipalities to contract with the vendor of their choice.

Staff has requested 800 tons of bulk rock salt for FY2020. Compass Minerals America, Inc. was the low bidder at \$82.96/ton. This is an increase of \$15.81/ton from last year. The City is required to purchase at least 80% (640 tons) of the requested amount, but is allowed to purchase up to 130% (1,040 tons) at the same unit price. This range is compatible with quantities used in previous years.

**ANALYSIS:**

Staff recommends to continue utilizing DuPage County Salt Bid pricing for the FY2020. Although the price has increased approximately 23.5%, Compass Minerals America, Inc. was the lowest submitted bid.

**DOCUMENTS ATTACHED**

- ✓ Resolution
- ✓ Committee Packet

**RESOLUTION NO. R-19-25**

**A Resolution Authorizing an Agreement between the City of Wood Dale and Compass Minerals America, Inc. for the FY 2020 Bulk Rock Salt Contract in an Amount Not to Exceed \$86,278.40**

**WHEREAS**, the City of Wood Dale (hereinafter referred to as the “City”) is a duly organized and existing body politic and corporate governed by the provisions of the Illinois Municipal Code, 65 ILCS 5/1-1-1, *et seq.*, and its own duly adopted Municipal Code; and

**WHEREAS**, the City is authorized and empowered under the Illinois Municipal Code, and its Ordinances adopted pursuant thereto, to enter into agreements and to contract for goods and services; and

**WHEREAS**, the Mayor and the City Council of the City seek to ensure that the City is run effectively and efficiently; and

**WHEREAS**, the Mayor and the City Council of the City, seeks Compass Minerals America, Inc. for the Purchase of Bulk Rock Salt; and

**WHEREAS**, these services are necessary to maintain and promote an effective and efficient City Government; and

**WHEREAS**, after diligent review of the qualifications and services of Compass Minerals America, Inc., the Mayor and the City Council find Compass Minerals America, Inc. is the most qualified firm to perform the duties sought by the City; and

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF WOOD DALE, DUPAGE COUNTY, AN ILLINOIS CORPORATION**, as follows:

**SECTION 1:** The recitals set forth above are incorporated herein and made a part hereof.

**SECTION 2:** The Mayor is authorized to execute said Agreement on behalf of the City of Wood Dale, which signature shall be attested to by the City Clerk.

**SECTION 3:** The City Manager, staff and/or the City Attorney shall take the steps necessary to put the terms and conditions of the Agreement into effect.

**SECTION 4:** That all ordinances and resolutions, or parts thereof in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed.

**SECTION 5:** That this Resolution shall be in full force and effect from and after its adoption, approval and publication in pamphlet form as provided by law.

PASSED this **16th day of May, 2019.**

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

APPROVED this **16th day of May, 2019.**

SIGNED: \_\_\_\_\_  
Annunziato Pulice, Mayor

ATTEST: \_\_\_\_\_  
Shirley J. Siebert, City Clerk



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## **REQUEST FOR COMMITTEE ACTION**

Referred to Committee: May 9, 2019  
Subject: FY 2020 Salt Contract  
Staff Contact: Alan Lange, Assistant Public Works Director  
Department: Public Works

**TITLE:** Approval of Agreement between the City of Wood Dale and Compass Minerals America, Inc. for the FY 2020 Bulk Rock Salt Contract in an Amount Not to Exceed \$86,278.40

### **RECOMMENDATION:**

Staff recommends approval of agreement between City of Wood Dale and Compass Minerals America, Inc. for the purchase of bulk rock salt in an amount not to exceed \$86,278.40.

### **BACKGROUND:**

In the past the City of Wood Dale has used DuPage County Division of Transportation's Bulk Rock Salt Bid as an outline for the purchase of bulk rock salt. The County solicits bids for the upcoming year, and tabulates the results. Included in this bid is the allowance for individual municipalities to contract with the vendor of their choice.

Staff has requested 800 tons of bulk rock salt for FY2020. Compass Minerals America, Inc. was the low bidder at \$82.96/ton. This is an increase of \$15.81/ton from last year. The City is required to purchase at least 80% (640 tons) of the requested amount, but is allowed to purchase up to 130% (1,040 tons) at the same unit price. This range is compatible with quantities used in previous years.

### **ANALYSIS:**

Staff recommends to continue utilizing DuPage County Salt Bid pricing for the FY2020. Although the price has increased approximately 23.5%, Compass Minerals America, Inc. was the lowest submitted bid.

### **DOCUMENTS ATTACHED**

✓ DuPage County Salt Bid Tabulation

✓ DuPage County Winning Bid Document



THE COUNTY OF DUPAGE  
FINANCE - PROCUREMENT

BID #19-048-DOT - BULK ROCK SALT  
BID TABULATION

	Standard Delivery Qty	√ COMPASS MINERALS AMERICA INC.		DETROIT SALT COMPANY		MORTON SALT, INC.	
		Unit Price per Ton	Extended Total	Unit Price per Ton	Extended Total	Unit Price per Ton	Extended Total
Group 1 - DuPage County Standard Delivery	20,000	\$ 82.96	\$ 1,659,200.00	\$ 83.32	\$ 1,666,400.00	\$ 95.15	\$ 1,903,000.00
Unit Cost per Ton 130% -150% of Projected Usage		\$ 102.96		\$ 91.32		No Bid	
TOTAL GROUP 1			\$ 1,659,200.00		\$ 1,666,400.00		\$ 1,903,000.00
Group 2A - Townships/Municipalities Early Delivery	11,700	\$ 82.96	\$ 970,632.00	\$ 80.37	\$ 940,329.00	\$ 99.15	\$ 1,160,055.00
Group 2B - Townships/Municipalities Standard Delivery	60,820	\$ 82.96	\$ 5,045,627.20	\$ 90.03	\$ 5,475,624.60	\$ 95.15	\$ 5,787,023.00
Unit Cost per Ton 130% -150% of Projected Usage		\$ 102.96		\$ 98.08		No Bid	
TOTAL GROUP 2			\$ 6,016,259.20	\$ 6,415,953.60	\$ 6,415,953.60	\$ 6,947,078.00	\$ 6,947,078.00

NOTE:  
 1) For both Group 1 – DuPage County and Group 2 – Townships/Municipalities, the minimum contract commitment is eighty percent (80%) of the standard delivery quantity.  
 2) Cargill submitted a No Bid.

Invitations Sent	12
Potential Bidders Requesting Bid Documents	12
Total Bid Responses Received	3
Bid Opening Attended	DT, JEM



The County of DuPage  
Finance – Procurement 3-400  
421 North County Farm Road,  
Wheaton, Illinois 60187-3978

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**THE COUNTY OF DUPAGE  
NOTICE TO BIDDERS**

NOTICE IS HEREBY GIVEN that sealed bids will be received, and time stamped by the Procurement Officer, for The County of DuPage ("County") on or before April 4, 2019 at 2:00 p.m. at Finance Department – Room 3-400, The County of DuPage, 421 N. County Farm Road, Wheaton, IL 60187-3978 for the following contract: BULK ROCK SALT 19-048-DOT. Bid document, including specifications, may be obtained from the Finance Department by phone at 630-407-6181 or onsite during regular business hours at no cost or from the internet via [www.demandstar.com](http://www.demandstar.com). All bids must be received prior to the date and time shown above. Bids transmitted by email or facsimile (fax) will not be accepted.

Date	Bid Event Activity
March 18, 2019	Legal Notice Advertisement Placed
March 25, 2019 3:00 pm CST	Questions due to Buyer Email: <a href="mailto:joan.mcavoy@dupageco.org">joan.mcavoy@dupageco.org</a>
March 28, 2019 3:00pm CST	Final Q&A Addendum Published
April 4, 2019 2:00 pm CST	Submittals Due to Finance Office



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## SECTION 1 - PROJECT INFORMATION

PROJECT NAME:	BULK ROCK SALT
USER DEPARTMENT:	DIVISION OF TRANSPORTATION

√	<b>SUBMITTAL CHECKLIST</b>
	<b>ORIGINAL BID WITH ONE (1) BUSINESS CARD ATTACHED AND ONE COPY</b>
	<b>ADDENDA NUMBER ACKNOWLEDGED ON BID FORM, IF APPLICABLE</b>
	<b>BID SECURITY/BID BOND FOR GROUP 1 – 5% SUBMITTED WITH BID</b>
	ALL MANDATORY FORMS

<b>AWARDED CONTRACTOR REQUIREMENTS</b>	
BID SECURITY/BID BOND FOR GROUP 1	5% SUBMITTED WITH BID
PERFORMANCE PAYMENT BOND	20%, DUE WITHIN 10 DAYS OF NOTICE OF AWARD
CERTIFICATE OF INSURANCE	DUE WITHIN 15 DAYS OF NOTICE OF AWARD
ILLINOIS SECRETARY OF STATE CORPORATE/LLC CERTIFICATE OF GOOD STANDING FOR CURRENT YEAR	<b>DUE WITH BID SUBMITTAL</b> <a href="http://www.cyberdriveillinois.com/departments/business_services/howd oi.html">http://www.cyberdriveillinois.com/departments/business_services/howd oi.html</a>

## SECTION 2 - INSTRUCTIONS TO BIDDERS

### ON-LINE NOTIFICATION OF SPECIFICATIONS:

This document is available over the Internet at [www.DemandStar.com](http://www.DemandStar.com) or [www.co.dupage.il.us](http://www.co.dupage.il.us), as well as from the Buyer listed in this document.

Businesses without Internet access may contact the Buyer listed on page 1.

Companies interested in doing business with the County are able to register and maintain their registration via the Internet at [www.DemandStar.com](http://www.DemandStar.com). Registration is not required but if you choose to register you will receive an automatic initial notification from DemandStar of relevant opportunities with the County of DuPage.

The County is not responsible for errors and omissions occurring in the transmission or downloading of any specifications from this website. In the event of any discrepancy between information on this website and the hard copy specifications, the terms of the hard copy specification will prevail.

### ON-LINE PROVIDER DISCLAIMER:

DemandStar.com has no affiliation with the County of DuPage other than as a service that facilitates communication between the County and its vendors. DemandStar.com is an independent entity and is not an agent or representative of the County. Communications to DemandStar.com do not constitute communications to the County.

### BID REQUIREMENTS:

All bids must be submitted on the blank bid form furnished with these contract documents and shall conform to the terms and conditions set forth in this Invitation to Bid (the ITB). Please make and retain a copy of your Bid Response for your records. The bid must be enclosed in a sealed envelope bearing the bid number and the printed title of the bid. **Bidders must sign, in ink, the bid form where indicated and have the signature notarized.**

Bidder shall acknowledge receipt of each addendum issued in the space provided on the bid form.

### ALTERNATE/EQUAL BIDS:

The specifications cannot cover precisely all minute details of the equipment required. Therefore, for purposes of establishing a standard of quality, the items listed in the specification may state brand names, manufacturer's models, numbers, et cetera. The County of DuPage, for cost effective measures, standardizes on specific items; those bids will contain the language "NO SUBSTITUTIONS," and any alternative will not be considered. A generic or alternate brand product of equal specifications may be proposed as an alternative for the item identified unless "NO SUBSTITUTIONS," is indicated. However, in bidding the alternate item, the bidder must also attach manufacturer's printed specifications and literature and bid must be clearly marked as an ALTERNATE.

Bidders submitting alternate items, of equal specifications, may be requested to provide samples of the item they intend to supply for testing. The Procurement Officer of DuPage County shall be the sole judge to determine whether the alternate item is actually equal to the item identified in the specifications, and the Procurement Officer's decision will be final and binding.

Bidders are encouraged to submit cost-saving/value-added alternate bid pricing suggestions, such as rebates, creative lease agreements, extended warranty periods, trade-in allowances, or the availability of discounts for floor model or demonstrator units at significant savings. Any alternate pricing should be noted as a separate line that may be subtracted from the bid pricing as specified, allowing for clear evaluation and value-analysis by the County.

The County recognizes the expertise provided by many bidders and encourages creativity in bidding. Alternates may be considered if the bid submitted clearly indicates what will be furnished and how it will benefit the County. Alternates will be compared to the lowest responsive, responsible bid as specified.

### COMPETITION INTENDED:

It is the County's intent that this Invitation to Bid (ITB) permits competition. It shall be the bidder's responsibility to advise the Buyer in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this ITB to a single source. Such notification must be received by the Buyer no later than seven (7) days prior to the date set for bids to close.

**COMPLIANCE WITH ILLINOIS STATE LAW:**

By submitting a response, bidder [offeror] certifies that it has obtained any and all required authorizations, certifications, and/or licenses required by law in order to perform the work described herein and transact business within the State of Illinois. This includes, but is not limited to, in the case of a foreign business corporation, limited liability company, limited partnership, or limited liability partnership, authorization from the Illinois Secretary of State to transact business within the State of Illinois.

**DEVIATIONS:**

The County of DuPage reserves the right to approve any material the Bidder proposes to furnish which contains deviations from specification requirements but which may substantially comply. If there is any deviation in the pack, source, quality, etc., of an item bid, from that prescribed in the specifications, Bidder must rule out the appropriate line in the specifications and clearly indicate the correction. Prices will be converted by the County to accommodate accepted deviations.

**EXCEPTIONS:**

Exceptions will be considered up to the deadline listed in Project Information. Exceptions must be fully described, on the Bidder's letterhead and signed; exceptions must reference the bid number and the specification, contract term or other portion of the Invitation to Bid which is being accepted. If the Bidder wishes to propose terms and conditions or alternative paperwork it must do so as an exception. In the absence of such statement, the bid shall be considered as if submitted in strict compliance with all terms, conditions, and specifications; by its submission, the Bidder agrees that if selected, it will be bound by same. No exceptions or changes to contract terms will be accepted with the bid.

**EXAMINATION BY BIDDER:**

The Bidder shall, before submitting his bid, carefully examine the bid and specifications. If his bid is accepted, he will be responsible for all errors in his bid resulting from his failure or neglect to comply with these instructions.

Unless otherwise provided in the SPECIAL CONDITIONS, when the specifications include information pertaining to preliminary investigations made by the County, such information represents only the opinion of the County of DuPage as to the location, character or quantity of the materials encountered. That information is only included for the convenience of the Contractor. The County of DuPage does not warrant the accuracy or the sufficiency of the information and assumes no responsibility therefore.

**ELECTRONIC TRANSMITTALS:**

Facsimile and/or e-mail transmitted bids will not be accepted by the County of DuPage.

**INTERPRETATION OF CONTRACT DOCUMENTS:**

If a potential Bidder is uncertain as to the meaning of any part of the specifications of this ITB, the Bidder is expected to contact the Procurement Services Division up to the deadline listed on the Project Information page for Exceptions to Bids.

**PREPARATION OF BIDS:**

The Bidder shall return his bid on the attached bid forms. It must be returned with all pages intact. Please make and retain a copy of the signed bid for your records. Unless otherwise stated, all blank spaces on the bid page or pages, applicable to the subject specification, shall be correctly filled in. Either a unit price or a lump sum price, or both as the case may be, shall be stated for each and every item, either typed in or printed in ink, in figures, and if required in words. Bidder shall acknowledge receipt of each addendum issued in the space provided on the bid form.

When a bid consists of a number of items, prices must be submitted for all items unless otherwise directed in the Special Conditions.

Where unit prices are to be bid, and/or where bids are to be made on more than one item, the Bidder shall extend the unit price(s) bid in the places provided on the pricing pages for the approximate quantities, shall compute the total amount of the bid and shall indicate the same on the proposal pricing page. The Bidder must bid in accordance with the unit(s) of measure called for unless deviation procedure is followed. All extensions and total sums are subject to verification by the County and the correct extensions and sums will be used in the comparison of bids. If a discrepancy exists between the unit prices and totals, the unit prices shall prevail. If a discrepancy exists between the total base bid and the true sum of the individual bid items, the true sum shall prevail.

Where unit prices are requested, the quantities stated are approximate only but will be used to determine bid award. The quantities for all items on which bids are to be received on a unit price basis, will not be used in establishing final payment due the Contractor. Bids will be compared on the basis of the number of units stated in the Bid Pricing Section. Contract payment for unit price items will be based on the actual number of units delivered.

In certain cases, amounts are to be shown in both words and figures. When discrepancies occur between the "Written in Words" and the "In Figures" amounts for the total lump sum bid amount, the "Written in Words" shall govern.

Bidders are warned against making any erasures or alterations of any kind, and bids that contain omissions, erasures, conditions, or alterations may be rejected. **The bidder must fill in all blanks. Use "N/A" or "None" where applicable.**

**If the Bidder is a corporation, the President shall execute the bid. In the event that the bid is executed by anyone other than the President, a certified copy of that section of the corporate bylaws or other authorization by the corporation, which permits the person to execute the offer for the corporation, shall be submitted.**

If the Bidder is a partnership, all partners shall execute the bid, unless one partner has been authorized to sign for the partnership, in which case, evidence of such authority satisfactory to the Procurement Officer shall be submitted.

If the Bidder is a sole proprietor, the owner shall execute the bid.

A "Partnership" or "Sole Proprietor" operating under an Assumed Name shall be registered with the Illinois County in which located, as provided in the Illinois Compiled Statutes, 805/ILCS 405/1 et seq.

#### **SUBMISSION OF BIDS:**

The Bidder shall be responsible for delivery of bids to the Procurement Services Division before the date and hour set for the opening of bids. Late bids will not be considered and will be returned unopened.

All bids must be received in sealed envelopes that have your name and address in the UPPER left corner and the attached label filled in and pasted on the LOWER left corner.

**Bids mailed "EXPRESS MAIL" must have bid number and due date on the outside of the EXPRESS MAIL envelope.**

You must allow sufficient time for processing through the County's internal mailroom system.

#### **PROPRIETARY INFORMATION:**

Under the Illinois Freedom of Information Act, all records in the possession of DuPage County are presumed to be open to inspection or copying, unless a specific exception applies. 5 ILCS 140/1.2 One exception is "[t]rade secrets and commercial or financial information obtained from a person or business where the trade secrets or commercial or financial information are furnished under a claim that they are proprietary, privileged or confidential, and that disclosure of the trade secrets or commercial or financial information would cause competitive harm to the person or business, and only insofar as the claim directly applies to the records requested." 5 ILCS 140/7(1)(g). The County will assume that all information provided to us in a bid or proposal is open to inspection or copying by the public unless clearly marked with the appropriate exception that applies under the Freedom of Information Act. Additionally, if providing documents that you believe fall under an exception to the Freedom of Information Act, please submit both an un-redacted copy along with a redacted copy which has all portions redacted that you deem to fall under a Freedom of Information Act exception.

#### **CONTRACT AWARD INFORMATION:**

The successful bidder will be asked to sign a contract agreement (sample attached).

If the bidder wishes to propose terms and conditions or alternative paperwork he must do so as an exception (see EXCEPTIONS above).

Award notification will be sent to the vendor receiving the award via mail, e-mail or fax. Award status can be viewed at [www.DemandStar.com](http://www.DemandStar.com).

Response summaries will be available over the Internet at [www.DemandStar.com](http://www.DemandStar.com). This summary information will include bids that were delivered by the required bid opening date and time.

The above bid status information can also be obtained by contacting the Buyer.

## SECTION 3 - GENERAL CONDITIONS

### ADDENDUM AND SUPPLEMENT TO INVITATION TO BID (ITB):

If it becomes necessary or advisable to revise any part of this ITB or if additional data is necessary to enable the exact interpretation of provisions of this ITB, revisions will be provided in the form of an Addendum. If revisions are made after any mandatory Pre-Bid conference, the revisions will be provided only to those Contractors who will have attended the Pre-Bid conference.

Addendum information is available over the internet at [www.DemandStar.com](http://www.DemandStar.com). Adobe Acrobat® Reader may be required to view this document. We strongly suggest that you check for any addendum a minimum of forty-eight (48) hours in advance of the bid deadline.

### APPLICABLE CODES AND ORDINANCES:

Contractor hereby certifies that all materials used conform to all articles and sections of all current applicable National Building Codes and other relevant construction-related codes. Workmanship and materials shall conform to all local applicable codes and ordinances.

### CHANGES:

The County of DuPage reserves the right to make any desired change in the specifications after the same shall have been put under contract; but the change so made, with the price to be added or deducted from the contract price, therefore, shall be agreed upon in advance between County of DuPage and the successful Contractor.

Illinois law requires that changes in excess of \$10,000 or extensions greater than thirty (30) days must comply with the Criminal Code. The Procurement Services Division shall issue to the successful contractor a written change order to the original contract; such change orders shall be binding upon both parties thereto and shall in no way invalidate or make void the terms of the original contract not modified by such change.

### COMMENCEMENT OF WORK:

The successful Contractor must not commence any billable work prior to the County's execution of the contract or until any required documents have been submitted. Work done prior to these circumstances shall be at the Contractor's risk.

### COMMUNICATIONS:

To create a more competitive and unbiased procurement process, the County desires to establish a single point of contact throughout the procurement process. From the issue date of this solicitation, until a contract has been awarded, all requests for clarification or additional information regarding this solicitation, or contact with the County personnel concerning this solicitation or the evaluation process, must be solely to the contact person listed on the cover page of this solicitation.

No contact regarding this document with other County employees or officers is permitted unless expressly authorized by the Buyer issuing the solicitation. A violation of this provision is cause for the County to reject the Bidder's proposal. If it is later discovered that a violation has occurred, the County may reject any proposal or terminate any contract awarded pursuant to this solicitation.

Questions will be answered within two (2) business days via email with a return reply acknowledging receipt of the email requested. Questions and answers regarding the Scope of Work/Specifications will be shared with all bidders.

All contact with the Buyer issuing this solicitation, regarding this document, must be in writing by email; email "Subject:" line must contain Bid Number.

### CONFIDENTIAL INFORMATION AND COUNTY PROPERTY:

It is agreed that all specifications, drawings, or data furnished by County of DuPage shall (1) remain the County of DuPage's sole and exclusive property; (2) be considered and treated by Contractor as County of DuPage's confidential information, and not be copied, reproduced or duplicated in any manner or disclosed to any person or party, except as is necessary in the performance of this contract and (3) be returned upon request.

### CONTRACTOR PERFORMANCE:

The Instructions to Bidders, Bid Form, General Conditions, Special Conditions, Contract Specifications and Attached Exhibits, together with the approved purchase order shall be incorporated in and become terms of the

Contract. All items shall be supplied in strict accordance with the specifications. The Contractor's performance under the terms of the Contract shall be to the satisfaction of the County. Failure to comply with any statutory requirements shall be deemed a performance breach.

**DISCIPLINE:**

Nothing herein shall be construed to imply that the County of DuPage is retaining control over the operative details of the Contractor's work or the Subcontractor's employee's work. The Contractor is assuming all oversight, and the Contractor is ensuring compliance with safety guidelines.

**DRUG FREE WORKPLACE:**

The Contractor (whether an individual or company) agrees to provide a drug free workplace as provided for in 30 ILCS 580/1 et seq.

**ENDORSEMENTS:**

Contractor shall not use the name, seal or images of County of DuPage in any form of endorsement to any third-party without the County's written permission.

**F.O.B.:**

All goods are to be shipped prepaid, F.O.B. delivered and installed. The total price quoted by the Bidder must be the total cost delivered to the location(s) stated. Bidder must not qualify his bid by stating a F.O.B. location other than such stated location(s). Shipments sent C.O.D. without County of DuPage's written consent will not be accepted and will at Contractor's risk and expense, be returned to Contractor. Unauthorized shipments are subject to rejection and return at Contractor's expense.

**FORCE MAJEURE:**

The County of DuPage shall not hold Contractor liable for an extraordinary interruption of events, or damage of County property, by a natural cause that cannot be reasonably foreseen or prevented; i.e., droughts, floods, severe weather phenomena, et cetera.

**HOLDING OF BIDS:**

Bidder may withdraw the bid at any time prior to the time specified as the closing time for the receipt of bids. However, **no Bidder shall withdraw or cancel the bid for a period of ninety (90) calendar days after said closing time for the receipt of bids.** Unauthorized withdrawal may result in forfeiture of the bid bond, or if no bid bond is required, the withdrawing Bidder shall pay the sum of \$1,000.00 as liquidated damages for the County's loss in re-bidding.

**INDEMNITY:**

The Contractor shall, at all times, to the extent permitted by law, fully indemnify, hold harmless, and defend the County and its officers, agents, and employees from and against any and all claims and demands, actions, causes of action, and cost and fees of any character whatsoever made by anyone whomsoever on account of or in any way growing out of the performance of this contract by the Contractor and its employees, or because of any act or omission, neglect or misconduct of the Contractor, its employees and agents or its subcontractors including, but not limited to, any claims that may be made by the employees themselves for injuries to their person or property or otherwise, and any claims that may be made by the employees themselves or by the Illinois Department of Labor for the Contractor's violation of the Illinois Prevailing Wage act (820 ILCS 130/1 et seq.).

Such indemnity shall not be limited due to the enumeration of any insurance coverage or bond herein provided.

Nothing contained herein shall be construed as prohibiting the County, its officers, agents, or its employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, actions or suits brought against them. The Contractor shall likewise be liable for the cost, fees and expenses incurred in the County's or the Contractor's defense of any such claims, actions, or suits.

The Contractor shall be responsible for any damages incurred because of its errors, omissions or negligent acts and for any losses or costs to repair or remedy construction because of its errors, omissions or negligent acts.

The County does not waive its defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act, 745 ILCS 10/1 et seq. due to indemnification or insurance.



**LAW GOVERNING:**

The ITB and resulting contract shall be governed by the laws of Illinois. Bidder agrees to comply with all applicable State and Federal laws.

**LIENS, CLAIMS, AND ENCUMBRANCES:**

Contractor warrants and represents that all the goods and materials ordered herein are free and clear of all liens, claims, or encumbrances of any kind.

**LOBBYIST REGISTRATION:**

Bidder shall comply with the provisions of Chapter 2, Article IX, Section 2-600, Lobbyist Registration of the Code of DuPage County, Illinois.

**MSDS:**

When applicable, Contractor shall furnish Material Safety Data Sheets for their products, in compliance with the Illinois Toxic Substance Disclosure to Employee Act and the "Right-to-Know" law, 820 ILCS 220/0.01 and 820 ILCS 225/0.1. Material Safety Data Sheets, upon award of Contract, shall be submitted to the County Procurement Services Division.

**MISCELLANEOUS REQUIREMENTS:**

The County will not be responsible for any expenses incurred by the Contractor in preparing and submitting a Bid. All Bids shall provide a straightforward, concise delineation of your capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.

**NON-DISCRIMINATING:**

The Contractor, its employees and subcontractors, agree not to commit unlawful discrimination and agree to comply with applicable provisions of the Illinois Human Rights Act, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each.

**PATENTS:**

Contractor undertakes and agrees to defend at Contractor's own expense all suits, actions, or proceedings in which the County of DuPage, its Officers, agents or employees are made defendants for actual or alleged infringement of any U.S. or foreign letters patent resulting from the use or sale of the items purchased hereunder. Contractor shall inform the County of DuPage whenever infringement will result from Contractor's adherence to specifications supplied by the County of DuPage or by an authorized County representative. Contractor further agrees to pay and discharge all judgments or decrees, which may be rendered in any such suit, action or proceedings against the County of DuPage, its Officers, agents or employees therein.

**PAYMENT:**

Original invoices must be presented for payment in accordance with instructions contained on the Purchase Order including reference to Purchase Order number and submitted to the correct address for processing. The County shall pay all invoices pursuant to 50 ILCS 505, "Local Government Prompt Payment Act". Invoices containing charges for work subject to the Illinois Prevailing Wage Act (820 ILCS 130/) are required to be accompanied by the applicable Certified Transcript of Payroll form(s) for acceptance. **Payment will not be made on invoices submitted later than six-months (180 days) after delivery of goods and any statute of limitations to the contrary is hereby waived.**

**PROTEST:**

No protest shall be based on a matter or issue which could have been raised as an exception prior to bid opening.

Any protest concerning the award of a contract shall be decided by the Procurement Officer. Protests shall be made in writing to the Procurement Services Division and shall be filed within three (3) business days of final approval and acceptance of the bid by the County Board. A protest is considered filed when received by the Procurement Services Division. The written protest shall include the name and address of the protestor, the ITB number, a statement of the specific reasons for the protest and supporting exhibits. The procurement Officer will respond to the written protest within seven (7) days. The Procurement Officer's decision relative to the protest shall be final.

Upon receipt of a protest the County may, but is not required to, delay its order under the awarded contract.

**RESERVATION OF RIGHTS:**

The County of DuPage reserves the right to reject any or all bids failing to meet the County's specifications or requirements and to waive technicalities. If in the County of DuPage's opinion, the lowest bid is not the most responsible bid, considering value received for monies expended, the right is reserved to make awards as determined solely by the judgment of the County of DuPage. In determining the lowest responsible bidder, the County shall take into consideration the qualities of the articles supplied, their conformity with the specifications, and their suitability to the requirements of the County and the delivery terms. Intangible factors, such as the Bidder's reputation and past performance, will also be weighed.

The Bidder's failure to meet the mandatory requirements of the ITB will result in the disqualification of the bid from further consideration.

The County further reserves the right to reject all bids and obtain goods or services through intergovernmental or cooperative agreements, or to issue a new and revised ITB.

Submission of a bid confers no rights on the Contractor to a selection or to a subsequent contract. All decisions on compliance, evaluation, terms and conditions shall be made solely at the County's discretion and shall be made in the best interest of the County.

**TAX:**

The County of DuPage does not pay Federal Excise Tax or Illinois Sales Tax. The tax exemption number is E9997-4551-07. A copy of the exemption letter is available upon written request.

**TERMINATION, CANCELLATION AND DAMAGES:**

This contract may be terminated upon mutual agreement of both parties.

The County may terminate based on the Contractor's breach or default. Unless the breach or default creates an emergency situation, as determined in the County's sole discretion, the Contractor shall be given notice and a five (5) day opportunity to correct before the termination becomes effective.

If the County terminates this Contract because of the Contractor's breach or default, the County shall have the right to purchase items or services elsewhere and to charge the Contractor with any additional cost incurred, including but not limited to the cost of cover, incidental and consequential damages and the cost of re-bidding. The County may offset these additional costs against any sums otherwise due to the Contractor under this bid or any unrelated contract.

If the County of DuPage fails to appropriate funds to enable continued payment of multi-year Contracts the County may cancel, without termination charges, provided Contractor received at least thirty (30) days prior written notice of termination.

**TRANSFER OF OWNERSHIP OR ASSIGNMENT:**

The terms and conditions of this contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. Prior to any sales or assignments, the County of DuPage must be notified and approve the same in writing.

**VENUE:**

By submitting a response, bidder agrees that venue for all disputes arising out of the solicitation process, including but not limited to judicial review of any protest decision, will be exclusively in the circuit court for the Eighteenth Judicial Circuit in DuPage County, Illinois and that Illinois law will control.

**WARRANTY:**

Complete warranty information detailing period and coverage must be submitted.

**SECTION 4 - SPECIAL CONDITIONS**

**ACCURACY DISCLAIMER:**

The Contractor shall thoroughly acquaint himself with the sites for the proposed bid to fully understand the facilities, difficulties and restrictions attending to the execution of the bid. The Contractor will be allowed no additional compensation for his failure to be so informed.

**BID SECURITY/PERFORMANCE BOND – GROUP 1 ONLY**

Each bid shall be accompanied by a Bid Security in the form of (a) Bid Bond or (b) a certified or cashier's check or money order payable to the order of the DuPage County Treasurer. The Bid Security shall be in an amount of not less than five percent (5%) of the total bid, as a guarantee that the Bidder will, within 10 days after the date of the conditional award of a contract, provide a Performance Bond as required by the Bid Documents. Any bid submitted without the required Bid Security, will not be read after it is opened.

Bid Bonds shall be duly executed by the Bidder as principal and have a surety thereon a surety company, approved by the County, having the minimum equivalent of a Best and Company A-V Rating.

If an intended Awardee fails to furnish any bond or insurance or document required by the Bid Documents, the Bid Security submitted with its bid shall be forfeited as liquidated damages.

The Contractor shall within 10 days of the Notice of Award furnish a Performance Bond in an amount equal to twenty percent (20%) of total bid amount, conditioned upon the faithful performance of all covenants and stipulations included in these bid documents and holding good until the completion of the contract to protect the County of DuPage against inadequate performance per all requirements of the Bid Documents. The Performance Bond shall remain in effect for one year from the issuance of a Purchase Order or until completion of the Contract period, whichever is longer.

The Contractor shall provide an extension of or an additional Performance Bond, upon each mutually agreed upon contract renewal.

**JOINT PURCHASING:**

OTHER TAXING BODIES: Based on County Board Resolution IR-084-76.

Would your firm be willing to extend your bid to other taxing bodies in DuPage County such as school districts, townships, cities and villages, etc.? The approximate quantity usage is unknown.

YES \_\_\_\_\_ NO X \_\_\_\_\_

State any other requirements that they would have to meet beyond that of our Bid invitation and specification.

none  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTE: The County of DuPage would not be involved in purchasing by any other taxing body other than to receive a copy of their purchase order that would reference the County of DuPage contract number. The invoicing and payments would be entirely between the other taxing bodies and the Contractor. If the County of DuPage accepts this bid, the procedure to handle joint purchases would be developed by the County of DuPage with the Contractor and distributed to the taxing bodies by the County of DuPage.

**RENEWAL & EXTENSION:**

The contract may be subject to three (3) additional twelve (12) month renewal periods provided there is no change in the terms, conditions, specifications, and prices and if such renewals are mutually agreed to by both parties. In no event, shall the term plus renewals exceed four (4) years.

**SPLIT BIDS:**

Contractors may bid on one or more categories. The County of DuPage reserves the right to award by total bid, by single item or by any combination of items, in accordance with our language in the Bid Document relating to Contractor selection (or rejection) in the best interest of the County of DuPage.

**CANCELLATION:**

The County reserves the right to cancel the whole or any part of this contract (1) upon 120-day written notice, r (2) upon 30-day written notice for due to failure by the Contractor to carry out any obligation, term or condition of this contract. The County will issue written notice to the Contractor for acting or failing to act as in any of the following:

- a) The Contractor provides material that does not meet the specifications of this contract;
- b) The Contractor fails to adequately perform the services set forth of this contract;
- c) The Contractor fails to complete the work required or to furnish the materials required within the time stipulated in the contract;
- d) The Contractor fails to progress in the performance of this contract and/or gives the County reason to believe that the Contractor will not or cannot perform the requirements of the contract.

Upon receipt of the written notice of concern, the Contractor shall have ten (10) days to provide a satisfactory, written response to the County. Failure on the part of the Contractor to adequately address all issues of concern may result in

the County resorting to any single or combination of the following remedies:

- a) Cancel the contract;
- b) Reserve all rights or claims of damage for breach or any covenants of the contract;
- c) Perform any test or analysis on materials for compliance with the specifications of this contract. If the results of any test or analysis find a material non-compliant with the specifications, the actual expense of testing shall be borne on the Contractor.

**THIRD PARTY AGREEMENT**

The County shall not enter a third party rental agreement and reserves the right to disqualify a vendor so bidding.

**USAGE REPORTS:**

Vendor may be required to submit a semi-annual report on orders placed against the contract. The report format shall contain the vendor's name, item number and term of contract at the top of the page. The report shall indicate the period covered by the report starting from the date the first order is received and ending with the date it is prepared. The report must be organized as follows:

DELIVERY LOCATION	DELIVERY DATE	DELIVERY TICKET NUMBER	QUANTITY (TONS)	UNIT PRICE	EXTENSION
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Vendor may from time to time be requested to produce reports within a particular time frame, i.e. fiscal year. These reports must be furnished within seven (7) days of request.

These reports are to be forwarded to:	DuPage County Division of Transportation Darcie Garza 140 North County Farm Road Wheaton, IL 60187
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**VENDOR QUALIFICATIONS:**

Vendor will provide a general history, description and status of their Company.

## SECTION 5 - INSURANCE REQUIREMENTS

Upon notice of acceptance of proposal, the successful bidder shall, within fifteen (15) calendar days of said notice, furnish to the Purchasing Agent a Certificate of Insurance and provide policy endorsements evidencing specific coverage of the types of insurance in the amounts specified below. Such coverage shall be placed with a responsible company acceptable to the County and licensed to do business in the State of Illinois, and with a minimum insurance rating of A-VII as found in the current edition of A.M. Best's Key Rating Guide. **All required insurance shall be maintained by the contractor in full force and effect during the life of the contractor, and until such a time as all work has been approved and accepted by the County.** The Contractor is responsible for all insurance deductibles and Self-Insured relations.

TYPE OF INSURANCE		MINIMUM ACCEPTABLE LIMITS OF LIABILITY
1.	<b>Workers Compensation</b>	Statutory
2.	<b>Employers Liability</b>	
	A. Each Accident	\$ 1,000,000
	B. Each Employee-disease	\$ 1,000,000
	C. Policy Aggregate-disease	\$ 1,000,000
3.	<b>* Commercial General Liability</b>	
	A. Per Occurrence	\$ 2,000,000
	B. General Aggregate	
	1. General Aggregate- Per project	\$ 2,000,000
	2. General Aggregate - Products/ Completed Operations	\$ 2,000,000
4.	Personal and Advertising Injury	\$ 1,000,000
	Each Occurrence	\$ 1,000,000
5.	<b>Fire Legal Liability (any one fire)</b>	\$ 100,000
6.	Medical Expense (any one person)	\$ 5,000
7.	<b>* Umbrella Excess Liability (over primary)</b>	\$ 1,000,000
	Retention for Self-Insured Hazards (each occurrence)	\$ 1,000,000
8.	<b>* Business Auto Liability</b>	\$ 1,000,000

**\*In addition to a Certificate of Insurance the following Endorsements are needed:**

**“Additional Insured” Endorsement,**

**“Waiver of Subrogation” and**

**“Insurance is Primary and Non-Contributory to additional Insured” Excess must Follow GL Form.**

**If any policy or coverage is written as "claims made" then coverage must be maintained for 4 years after project completion.**

At all times during the term of the contract, the Contractor and its independent contractors shall maintain, at their sole expense, insurance coverage for the Contractor, its employees, officers and independent contractors, as follows:

- NOTE:
- A) It is the responsibility of Contractor to provide a copy of this PROPOSAL to their insurance carrier.
  - B) It may also be required that the Contractor's insurer and coverage be approved by County prior to execution of the Contract.
  - C) No work shall be started until receipt of Certificate of Insurance.

The County of DuPage shall be named as additionally insured on all certificates of insurance.

The insurance carrier of the insured is required to notify the County of DuPage of termination of any or all of these coverages, prior to the completion of any contract, at least 30 days prior to expiration.

**CHANGES IN INSURANCE COVERAGE:**

The Contractor will immediately notify the County if any insurance has been cancelled, materially changed, or renewal has been refused and the Contractor shall immediately suspend all work in progress and take the necessary steps to purchase, maintain and provide the required insurance coverage(s) and limits. If suspension of work should occur due to insurance requirements, upon verification by the County of the required insurance the County will notify Contractor when they can proceed with the work. Failure to provide and maintain the required insurance coverage(s) and limits could result in immediate cancellation of the contract and the Contractor shall accept and bear all costs that may result due to the Contractors failure to provide and maintain the required insurance.

**INSURANCE RATING:**

All of the above-specified types of insurance shall be obtained from companies that have at least an A-VII rating in Best's Guide or the equivalent.

**SURVIVAL OF INDEMNIFICATION:**

The indemnification described above shall not be limited by reason of the enumeration of any insurance coverage herein provided, and indemnification shall survive the termination of the Contract.

**NOTICE OF LAWSUIT:**

Within 5 days of service of process, the County shall notify the Contractor of any lawsuit involving the indemnification provided for above. Failure to provide such notice shall not relieve the Contractor of its obligation to provide indemnification. However, the County shall be responsible for any additional costs of defense incurred due to their failure to provide such notice within 60 days.

**CHOICE OF LEGAL COUNSEL:**

The Contractor shall provide coverage as provided in the contract, if the County, an Employee, or Elected Official is named in a lawsuit then the County retains the right to choose legal counsel subject to the approval of the County and appointment by the State's Attorney of DuPage County.

**RIGHTS RETAINED:**

Notwithstanding the foregoing, nothing contained herein shall be deemed to constitute a waiver of any defenses or immunities otherwise available to the County.

***Insurance certificates must reference project name and BID NUMBER***

The County of DuPage shall be named in "Description of Operations..." section, as additionally insured on all certificates of insurance. Insurance certificates shall also reference PROJECT NAME and BID NUMBER.

coverages should be emailed (and hard copy mailed) to:

DuPage County Procurement Services Division  
421 N. County Farm Road, 3-400  
Wheaton, IL 60187  
dthompson@dupageco.org

## SECTION 6 - SPECIFICATIONS

### BID #19-048-DOT BULK ROCK SALT

This bid is to furnish and deliver bulk rock salt for snow and ice control, in accordance with the AASHTO Specification M143, Sodium Chloride Type 1, Grade 1. Bulk rock salt shall be 95 to 98 percent pure sodium chloride. Maximum moisture content shall be no more than two and a half percent (2.5%).

Bulk rock salt not meeting the standards listed in these Specifications shall be subject to rejection by DuPage County.

#### **BID AWARD CRITERIA:**

DuPage County reserves the right to award a contract(s) to the lowest responsive, responsible bidder(s) by lump sum bid, by Group 1, whichever is in the best interest of DuPage County. DuPage County will only consider unit pricing in the 130%-150% range, in the event of a tie.

Group 2 will be awarded by each individual township/municipality.

#### **COUNTY AUTHORIZED REPRESENTATIVE:**

The County authorized representative for this bid is Darcie Garza, CPPB, reachable at 630-407-6920 or her authorized designee.

#### **DELIVERY REQUIREMENTS:**

Orders are generally expected to be received within three (3) working days from date of order.

Normal deliveries shall be made between the hours of 6:00 a.m. and 2:30 p.m., Monday through Friday. Arrangements can be made for after hours and weekend deliveries to maintain a prompt order delivery schedule.

All order releases shall be delivered to completion, unless mutually agreed upon by the County of DuPage and the awarded Contractor.

All salt deliveries shall be made with trucks equipped with tailgate dump trailers.

All trucks shall be covered with approved waterproof material. The contractor will ensure that upon delivery, the driver shall inspect the inside of the trailer and will confirm that all salt has been removed from the trailer before leaving the point of delivery. The contractor shall ensure that all weights and measures shown on the delivery tickets are correct. DuPage County Division of Transportation reserves the right to require that delivery trucks be directed to a scale in the vicinity to check the accuracy of loads being delivered.

The actual tonnage delivered by the Contractor shall be within 20 (twenty) tons of the requested tonnage for each order.

The Contractor shall notify the Division of Transportation and any participating municipality of the trucking firm that will be delivering the salt, as well as a contact name, address and phone number of said trucking firm. The Contractor shall supply the same information for the terminal location, as well. Ultimately, all delivery responsibility will fall upon the Awarded Contractor. It will be their responsibility to accept order releases and communicate order information to the designated trucking firms and terminals.

Deliveries of rock salt will be required to be free of any foreign materials (i.e. mud, rocks, wood, tarpaulins, etc.). Cause for rejection and removal shall be made known within two (2) working days to the Contractor. Loads contaminated with foreign material will be replaced at the Contractor's expense within five (5) working days.

All salt is to be lump free. No salt with lumps larger than two (2) inches in diameter will be accepted. Loads with lumps larger than two (2) inches shall be replaced at the Contractor's expense within five (5) working days.

#### **INVOICING:**

Original invoices must be presented for payment in accordance with instructions contained on the Purchase Order including reference to Purchase Order number and submitted to the correct address for processing. The County shall pay all invoices pursuant to 50 ILCS 505, "Local Government Prompt Payment Act". Payment will not be

made on invoices submitted later than six-months (180 days) after delivery of goods and any statute of limitations to the contrary is hereby waived.

**LIQUIDATED DAMAGES:**

From December 1, 2019 through April 30, 2020, if the Contractor is unable to make delivery within seven (7) calendar days from the date of order, DuPage County shall have the right to retain \$.20 per ton, per calendar day as liquidated damages on the undelivered portion of the order. An order placed prior to 12:00 noon on any business day (Monday through Friday, except Holidays) would be considered as the first calendar day of the seven (7) day delivery period. For orders placed after 12:00 noon on a given day, the following day would be considered the first calendar day of the seven (7) day delivery period. If after seven (7) days of liquidated damage assessment, the Contractor has still failed to deliver as required, DuPage County shall reserve the right to take action to remedy the failure of Contractor performance without prior notification of such failure. This may include termination of the order and purchase of salt from other sources, or to take action consistent with public safety as needed to continue business. Any or all additional costs may be collected from the Contractor, in addition to any liquidated damage.

**ORDERING:**

Group 1 - DuPage County will place a minimum of 500 tons at a given time. All individual releases will be placed with the terminal.

Group 2 - 500 ton minimum will be waived. All individual releases will be placed with the terminal.

Orders for tonnage will be placed with the successful qualified bidder beginning June 1, 2019. All salt will be delivered by May 31, 2020. No further orders will be given after that date unless authorized by the County Authorized Representative or designee. Contract renewals will incorporate similar timelines for consecutive years.

**QUANTITIES:**

DuPage County Division of Transportation has included a quantity which is an estimate only, for Standard Delivery. Bidders are to provide a unit price for 80% to 130% of this additional estimated quantity (**STANDARD DELIVERY**). DuPage County Division of Transportation agrees to purchase at least 80% of the quantity shown. If DuPage County does not utilize or order the 80%, DuPage County will pay for the 80% and it will be stored at the terminal, for delivery to the County at a later date. This will be handled at no additional charge to the County.

The Townships/Municipalities (Group 2) intend to make initial orders as indicated under Group 2 with delivery expected by 11/30/19. Bidders are required to provide a unit price for this 100% guaranteed delivery. (**EARLY DELIVERY**). The Townships/Municipalities section has included an additional quantity which is an estimate only. Bidders are to provide a unit price for 80% to 130% of this additional estimated quantity (**STANDARD DELIVERY**). The Townships/Municipalities agree to purchase at least 80% of the quantity shown. If the Townships/Municipalities do not utilize or order the 80%, the Townships/ Municipalities will pay for the 80% and it will be stored at the terminal, for delivery to the Townships/ Municipalities at a later date. This will be handled at no additional charge to the Townships/ Municipalities.

**THIRD PARTY OR ACTING IN THE BEST INTEREST OF THE CITIZENS OF DUPAGE COUNTY:**

In cases where other governmental agencies in DuPage County are unable to obtain bulk rock salt, DuPage County Division of Transportation reserves the rights and obligation to sell salt or give salt (to be reimbursed at a later date) to governmental agencies without any recourse from the Awarded Contractor. This will be done at the contracted cost given to DuPage County Division of Transportation by the Awarded Contractor and at no time shall a profit be made by DuPage County Division of Transportation.

**STOCKING REQUIREMENTS:**

Within thirty (30) days of the notice of award (issuance of purchase order) the Contractor will be required to provide DuPage County with their salt source and local terminal information. One hundred thirty percent (130%) of the standard delivery quantity listed will be required to be in stock at a local terminal by December 1, 2019. This requirement shall be fulfilled each December 1st, with each contract renewal.

DuPage County reserves the right to inspect the awarded Contractor's local terminal to verify for quantity and condition of salt, as required in the Specifications.



**PRICING:**

The Contractor is to provide a unit price per ton. DuPage County will require a 5% bid security to be submitted with the bid, The Awarded Contractor will also be required to furnish a 20% Performance Bond and Certificate of Insurance, within 10 days of the Notice of Award (as outlined in the Special Conditions). Similar conditions will apply to Group 2.

**GROUP 1 – DUPAGE COUNTY**

All Product to be shipped F.O.B. Delivered, freight prepaid, 140 N. County Farm Road, Wheaton, IL 60187 or 7900 S. Rt. 53, Woodridge, IL 60517.

**STANDARD DELIVERY** – Bidders are required to provide a unit price for 80% to 130% of the estimated quantity. The DuPage County Division of Transportation agrees to purchase at least 80% of the quantity shown. If DuPage County does not utilize or order the 80%, DuPage County will pay for the 80% and it will be stored at the terminal, for delivery to the County at a later date. This will be handled at no additional charge to the County.

DESCRIPTION	QUANTITY	UNIT PRICE (PER TON)	EXTENDED PRICE
BULK ROCK SALT	20,000 TONS	\$ 82.96 /TON	\$ 1,659,200.00
<b>TOTAL GROUP 1 –B</b>			<b>\$ 1,659,200.00</b>

UNIT COST PER TON FOR QUANTITIES BETWEEN 130% AND 150% OF PROJECTED USAGE  
 \$ 102.96 PER TON

<b>TOTAL GROUP 1</b>	<b>\$ 1,659,200.00</b>
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**SHIPPING AND BILLING INFORMATION:**

BILL TO ADDRESS:	SHIP TO ADDRESS:
DuPage County Division of Transportation Attn: Kathy Black 180 North County Farm Road Wheaton, IL 60187 TX: (630) 407-6930 FX: (630) 407-6962	DuPage County Division of Transportation Attn: Darcie Garza, CPPB 140 North County Farm Road Wheaton, IL 60187 TX: (630) 407-6920 FX: (630) 407-6921
Same	DuPage County Public Works Attn: Darcie Garza, CPPB 7900 S. Rt. 53 Woodridge, IL 60517 TX: (630) 407-6920 FX: (630) 407-6921

**GROUP 2 – TOWNSHIPS/MUNICIPALITIES**

All Product to be shipped F.O.B. Delivered, freight prepaid, to the locations listed. Each Township/Municipality will make an independent determination on whether it will enter into this agreement with the Awarded Contractor.

**A – EARLY DELIVERY – 100% Confirmed quantities. Delivery by November 30, 2019**

DESCRIPTION	QUANTITY	UNIT PRICE (PER TON)	EXTENDED PRICE
BULK ROCK SALT	11,700 TONS	\$ 82.96 /TON	\$ 970,632. <sup>00</sup>
<b>TOTAL GROUP 2 –A</b>			<b>\$ 970,632.<sup>00</sup></b>

**B – STANDARD DELIVERY –** Bidders are required to provide a unit price for 80% to 130% of the estimated quantity. If the Township/Municipality agrees to enter into an agreement with the Awarded Contractor, the Township/Municipality agrees to purchase at least 80% of the quantity shown. If the Township/ Municipality does not utilize or order the 80%, the Township/ Municipality will pay for the 80% and it will be stored at the terminal, for delivery to the Township/ Municipality at a later date. This will be handled at no additional charge to the Contracting Township/Municipality.

DESCRIPTION	QUANTITY	UNIT PRICE (PER TON)	EXTENDED PRICE
BULK ROCK SALT	60,820 TONS	\$ 82.96 /TON	\$ 5,045,627. <sup>20</sup>
<b>TOTAL GROUP 2 –B</b>			<b>\$ 5,045,627.<sup>20</sup></b>

**UNIT COST PER TON FOR QUANTITIES BETWEEN 130% AND 150% OF PROJECTED USAGE**  
 \$ 102.96 PER TON

Location	Bill To:	Ship To:	A-100% Confirmed Quantities – Delivery before November 30, 2019	80-130% Estimated Quantities – Standard Delivery
Addison Township	411 W. Potter Wood Dale, IL 60191	411 W. Potter Wood Dale, IL 60191	300	700
Addison, Village of	1491 W. Jeffrey Drive Addison, IL 60101-4331	1491 W. Jeffrey Drive Addison, IL 60101-4331		2100
Aurora, City of	44 E. Downer Place Aurora, IL 60507	City of Aurora Central Garage 720 N. Broadway Aurora, IL 60505 or 2112 Montgomery Rd Aurora, IL 60504		7500
Bartlett, Village of	1150 Bittersweet Drive Bartlett, IL 60103	1150 Bittersweet Drive Bartlett, IL 60103 or 315 E. Devon Ave. Bartlett, IL 60103		1000
Bensenville, Village of	717 E. Jefferson St. Bensenville, IL 60106	717 E. Jefferson St. Bensenville, IL 60106		1000
Bloomington Township	6N030 Rosedale Ave. Bloomington, IL 60108	6N030 Rosedale Ave. Bloomington, IL 60108		1500
Village of Bloomington	201 S. Bloomington Rd Bloomington, IL 60108	305 Glen Ellyn Road Bloomington, IL 60108		2000
Burr Ridge, Village of	451 Commerce St. Burr Ridge, IL 60527	9400 Garfield Ave. Burr Ridge, IL 60527		1800
Carol Stream, Village of	124 Gerzevske Lane Carol Stream, IL 60188	124 Gerzevske Lane Carol Stream, IL 60188		2500
Clarendon Hills	1 N. Prospect Ave. Clarendon Hills, IL 60514	452 Park Ave. Clarendon Hills, IL 60514		400
Darien, City of	1702 Plainfield Road Darien, IL 60561	1041 S. Frontage Road Darien, IL 60561		3000
Downers Grove Township	4340 Prince St. Downers Grove, IL 60515	318 E. Quincy Westmont, IL 60559		1200
Downers Grove, Village of	5101 Walnut Ave. Downers Grove, IL 60515	5101 Walnut Ave Downers Grove, IL 60515	5000	
DuPage Airport Authority	2700 International Drive, Suite 200 West Chicago, IL 60185	2751 Aviation Ave. West Chicago, IL 60185		120
Glen Ellyn, Village of	30 S. Lambert Glen Ellyn, IL 60137	30 S. Lambert Glen Ellyn, IL 60137 1051 St. Charles Road Glen Ellyn, IL 60137	500	2000
Hanover Park, Village of	2121 W. Lake St. Hanover Park, IL 60133	2041 Lake St. Hanover Park, IL 60133		1800
Hinsdale, Village of	19 E. Chicago Ave. Hinsdale, IL 60523	225 Symonds Drive Hinsdale, IL 60521		700
Itasca, Village of	550 W. Irving Park Road Itasca, IL 60143	411 N. Prospect Ave. Itasca, IL 60143		1200

Lisle Township	4719 Indiana Ave. Lisle, IL 60532	4719 Indiana Ave. Lisle, IL 60532		1200
Lisle, Village of	925 Burlington Lisle, IL 60532	4905 Yackley Ave. Lisle, IL 60532		1950
Lombard, Village of	255 E. Wilson Ave. Lombard, IL 60148	1135 N. Garfield Lombard, IL 60148		3500
Milton Township	23W040 Poss St. Glen Ellyn, IL 60137	23W040 Poss St. Glen Ellyn, IL 60137		2000
Naperville Township	31W331 North Aurora Rd. Naperville, IL 60563	31W331 North Aurora Rd. Naperville, IL 60563	300	400
Oakbrook, Village of	1200 Oak Brook Road Oak Brook, IL 60523	3003 Jorie Blvd. Oakbrook, IL 60523		600
Schaumburg, Village of	101 Schaumburg Ct. Schaumburg, IL 60193	714 S. Plum Grove Road Schaumburg, IL 60193	3600	4000
Villa Park, Village of	20 S. Ardmore Ave. Villa Park, IL 60181	729 N. Ardmore Ave. Villa Park, IL 60181		600
Warrenville, City of	3S258 Manning Ave. Warrenville, IL 60555	3S346 Mignin Drive Warrenville, IL 60555		1300
Wayne Township	4N230 Klein Road West Chicago, IL 60185	4N230 Klein Road West Chicago, IL 60185		400
West Chicago, City of	475 Main St. West Chicago, IL 60185	135 W. Grandlake Blvd. West Chicago, IL 60185 or 1350 W. Hawthorne Lane West Chicago, IL 60185	2000	2000
Westmont, Village of	31 W. Quincy St. Westmont, IL 60559	39 E. Burlington Ave. Westmont, IL 60559		1600
Wheaton, City of	303 W. Wesley, PO Box 727 Wheaton, IL 60187	820 W. Liberty Drive Wheaton, IL 60189		3300
Willowbrook, Village of	835 Midway Drive Willowbrook, IL 60527	700 Willowbrook Centre Parkway Willowbrook, IL 60527		800
Winfield, Village of	27W465 Jewell Road Winfield, IL 60190	0S040 Wynwood Road Winfield, IL 60190		650
Winfield Township	P.O. Box 617 West Chicago, IL 60185	30W575 Roosevelt Rd. West Chicago, IL 60185		2000
Wood Dale, City of	720 Central Ave. Wood Dale, IL 60191	720 N. Central Ave. Wood Dale, IL 60191		800
Woodridge, Village of	One Plaza Drive Woodridge, IL 60517	One Plaza Drive Woodridge, IL 60517 7900 IL Route 53 Woodridge, IL 60517		2200
York Township	19W475 Roosevelt Road Lombard, IL 60148	19W475 Roosevelt Road Lombard, IL 60148		1000

**SECTION 7 - MANDATORY FORMS  
 BID FORM  
 BID #19-048-DOT BULK ROCK SALT**

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Bidder	Compass Minerals America Inc
Main Business Address	9900 West 109th Street, Suite 100
City, State, Zip Code	Overland Park, KS 66210
Telephone Number	800-323-1641 Opt 2 (Sales Manager), Opt 1 (Orders, Cust. Service)
Fax Number	913-338-7945 (Cust Service/Sales) or 913-433-9616 (Orders)
Bid Contact Person	Sean Lierz, Senior Sales Manager
Email Address	lierzs@compassminerals.com or highwaygroup@compassminerals.com

TO: The DuPage County Procurement Services

The undersigned certifies that he is:

- the Owner/Sole Proprietor     
  a Member authorized to sign on behalf of the Partnership     
  an Officer of the Corporation     
  a Member of the Joint Venture

Herein after called the Bidder and that the members of the Partnership or Officers of the Corporation are as follows:

Anthony J Sepich, President, CEO & Sr VP, Salt  
 (President or Partner)

Jon Schnieders ; VP, Sales, Bulk Road Deicing  
 (Vice-President or Partner)

Diana C Toman: Sr VP, General Counsel & Corp Secretary  
 (Secretary or Partner)

James D Standen: CFO & Treasurer  
 (Treasurer or Partner)

Further, the undersigned declares that the only person or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm or corporation; that he has fully examined the proposed forms of agreement and the contract specifications for the above designated purchase, all of which are on file in the office of the Procurement Officer, DuPage County, 421 North County Farm Road, Wheaton, Illinois 60187, and all other documents referred to or mentioned in the contract documents, specifications and attached exhibits, including Addenda No. 1, \_\_\_\_\_, and \_\_\_\_\_ issued thereto;

Further, the undersigned proposes and agrees, if this bid is accepted, to provide all necessary machinery, tools, apparatus, and other means of construction, including transportation services necessary to furnish all the materials and equipment specified or referred to in the contract documents in the manner and time therein prescribed.

Further, the undersigned certifies and warrants that he is duly authorized to execute this certification/affidavit on behalf of the Bidder and in accordance with the Partnership Agreement or by-laws of the Corporation, and the laws of the State of Illinois and that this Certification is binding upon the Bidder and is true and accurate.

Further, the undersigned certifies that the Bidder is not barred from bidding on this contract as a result of a violation of either 720 Illinois Compiled Statutes 5/33 E-3 or 5/33 E-4, bid rigging or bid-rotating, or as a result of a violation of 820 ILCS 130/1 et seq., the Illinois Prevailing Wage Act.

The undersigned certifies that he has examined and carefully prepared this bid and has checked the same in detail before submitting this bid, and that the statements contained herein are true and correct.

If a Corporation, the undersigned, further certifies that the recitals and resolutions attached hereto and made a part hereof were properly adopted by the Board of Directors of the Corporation at a meeting of said Board of Directors duly called and held and have not been repealed nor modified, and that the same remain in full force and effect. (Bidder may be requested to provide a copy of the corporate resolution granting the individual executing the contract documents authority to do so.)

attached

Further, the Bidder certifies that he has provided equipment, supplies, or services comparable to the items specified in this contract to the parties listed in the reference section below and authorizes the County to verify references of business and credit at its option.

Finally, the Bidder, if awarded the contract, agrees to do all other things required by the contract documents, and that he will take in full payment therefore the sums set forth in the bidding schedule (subject to unit quantity adjustments based upon actual usage).

**UNANIMOUS WRITTEN CONSENT  
OF THE BOARD OF DIRECTORS  
OF  
COMPASS MINERALS AMERICA INC.**

**March 20, 2019**

The undersigned, being all of the members of the board of directors of Compass Minerals America Inc., a Delaware corporation (the "Corporation"), hereby consent in writing pursuant to Section 141(f) of the Delaware General Corporation Law to the adoption of the following resolutions without a meeting and waive any notice required in connection therewith.

**Authorized Signatories**

**WHEREAS**, from time to time, it is desirable for individuals to sign documents on behalf of the Corporation in connection with sales transactions relating to the Corporation's Highway Sales Department.

**NOW, THEREFORE, BE IT RESOLVED**, that the following individuals (the "Authorized Signatories") be, and each of them hereby is, authorized, subject to applicable limitations under the Corporation's Delegation of Authority Policy, on behalf of the Corporation, to sign bids, performance bonds and contracts for the sale of sodium chloride and other deicing products, and to sign any other documents which, in his or her opinion, are necessary or desirable in order to effectuate and carry out the foregoing, and all other individuals who were so authorized prior to the date first written above are no longer so authorized:

Anthony J. Sepich	President; CEO; and Senior Vice President, Salt
James D. Standen	Chief Financial Officer and Treasurer
Diana C. Toman	Senior Vice President, General Counsel and Corporate Secretary
Jon Schnieders	Vice President, Sales, Bulk Road Deicing
Jason Haskell	National Sales Manager
Sean Lierz	Highway Sales Manager
Joel Gerdes	Highway Sales Manager
Douglas Dyer	Highway Sales Manager
Harrison Green	Highway Sales Manager
Matthew Denner	Sales Manager
Teresa Wilde	Sales Manager
Kendall Rooney	Customer Service Manager
Joe Uriell	Director, Sales Industrial
Zoe Vantzios	Assistant Secretary

**General**

**RESOLVED**, that the officers of the Corporation are, and each of them is, hereby authorized, for and on behalf of the Corporation, to execute, deliver, file, acknowledge and record any and all such documents and instruments, and to take or cause to be done any and all such other




things as they, or any of them, may deem necessary or desirable to effectuate and carry out the resolutions adopted hereby; and

**FURTHER RESOLVED**, that any actions previously taken or caused to be taken by any officer of the Corporation or any Authorized Signatory in connection with the matters contemplated by these resolutions, or in carrying out the terms and intentions of the above resolutions, are hereby acknowledged to be duly authorized acts performed on behalf of the Corporation and are hereby ratified, confirmed and adopted as such.

[Signature Page Follows]

**IN WITNESS WHEREOF**, the undersigned have caused this consent to be duly executed as of the date first written above. This consent may be executed via .pdf, facsimile or other electronic means and in two or more counterparts, each of which will be deemed an original, and all of which together will constitute one and the same instrument.

  
James D. Standen

  
Diana C. Toman

## BID FORM PRICING

COMPANY NAME: Compass Minerals America Inc

**GROUP 1 – DuPAGE COUNTY**

**STANDARD DELIVERY:**

DESCRIPTION	QUANTITY	UNIT PRICE (PER TON)	EXTENDED PRICE
BULK ROCK SALT	20,000 TONS	\$ 82.96 /TON	\$ 1,659,200.00
TOTAL GROUP 1			\$ 1,659,200.00

UNIT COST PER TON FOR QUANTITIES BETWEEN 130% AND 150% OF PROJECTED USAGE  
 \$ 102.96 PER TON

**GROUP 2 – TOWNSHIPS/MUNICIPALITIES**

**A – EARLY DELIVERY:**

DESCRIPTION	QUANTITY	UNIT PRICE (PER TON)	EXTENDED PRICE
BULK ROCK SALT	11,700 TONS	\$ 82.96 /TON	\$ 970,632.00
TOTAL GROUP 2 –A			\$ 970,632.00

**B – STANDARD DELIVERY:**

DESCRIPTION	QUANTITY	UNIT PRICE (PER TON)	EXTENDED PRICE
BULK ROCK SALT	60,820 TONS	\$ 82.96 /TON	\$ 5,045,627.20
TOTAL GROUP 2 –B			\$ 5,045,627.20

UNIT COST PER TON FOR QUANTITIES BETWEEN 130% AND 150% OF PROJECTED USAGE  
 \$ 102.96 PER TON

TOTAL GROUP 2 (A+B)	\$ 6,016,259.20
---------------------	-----------------

**BID FORM SIGNATURE PAGE**

The Contractor agrees to provide the services as described in this solicitation and subject, without limitation, to all specifications, terms, and conditions herein contained.  
Bidder shall acknowledge receipt of each addendum issued in the space provided on the bid form.

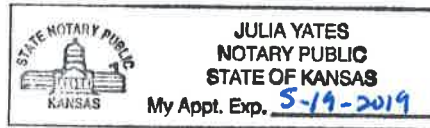
**X** *[Handwritten Signature]* V.P.  
(Signature and Title)

**CORPORATE SEAL**  
(If available)

**BID MUST BE SIGNED AND NOTARIZED (WITH SEAL) FOR CONSIDERATION**

Subscribed and sworn to before me this 1 day of April AD, 20 19

*[Handwritten Signature]* My Commission Expires: May 19, 2019  
(Notary Public)



SEAL

## REQUIRED FORMS TO BE COMPLETED, SIGNED AND RETURNED WITH BID

### 1. IRS FORM W-9

This form can be found attached, or at the following link:

<https://www.irs.gov/pub/irs-pdf/fw9.pdf>

### 2. REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

This form can be found attached, or at the following link:

<https://www.dupageco.org/Finance/Procurement/1316/>

**Continuing Disclosure:** It is the contractor/vendor's responsibility to update contribution information on an ongoing basis during the life of the contract. The vendor is required to submit an updated Ethics Disclosure Statement to the user department any time contributions are made to the Chairman or County Board Members after the most recent authorized contract action.

**Failure to Comply:** Failure to provide the requested information will at minimum delay awarding of the contract and could result in the selected vendor being disqualified as non-responsive. Providing fraudulent information on the Vendor Ethics Disclosure Statement may result in a Class 3 Felony.

**Contribution:** A gift, subscription, dues, loan, advance, or deposit of money or anything of value, including services, knowingly received in connection with the nomination for election or election of any person to County office.

**Multi-year contracts:** Contracts with a duration greater than 12 months require annual updates to be filed by the vendor with the user department and forwarded to Procurement. The reporting period should be the current and previous calendar years.

**Prohibited Source:** Any person or entity who (i) is seeking official action by the Chairman, County Board member or in the case of an employee, by the employee or by the Chairman or County Board member, or another employee directing that employee; (ii) does business or seeks to do business with the Chairman, County Board member, or employee (iii) conducts activities regulated by the Chairman, County Board member, or employee (iv) has interests that may be substantially affected by the performance or non-performance of the official duties of the Chairman, County Board member, or employee (v) is registered or required to be registered with the Secretary of State under the Lobbyist Registration Act or the DuPage County Lobbyist Registration Act, except that an entity not otherwise a prohibited source does not become a prohibited source merely because a registered lobbyist is one of its member or serves on its board of directors (vi) is a Political Action Committee to which a prohibited source has been contributed.

Attached

Form **W-9**  
(Rev. November 2017)  
Department of the Treasury  
Internal Revenue Service

**Request for Taxpayer  
Identification Number and Certification**

Give Form to the  
requester. Do not  
send to the IRS.

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

Limited liability company. Enter the tax classification (C-C corporation, S-S corporation, P-Partnership) ▶ \_\_\_\_\_

Other (see instructions) ▶ \_\_\_\_\_

C Corporation

S Corporation

Partnership

Trust/estate

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts established outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

6 City, state, and ZIP code

7 List account number(s) here (optional)

Requestor's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

				-					
--	--	--	--	---	--	--	--	--	--

OR

Employer identification number

				-					
--	--	--	--	---	--	--	--	--	--

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here**

Signature of U.S. person ▶ \_\_\_\_\_

Date ▶ \_\_\_\_\_

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What Is backup withholding, later.

## Request for Taxpayer Identification Number and Certification

Give Form to the  
 requester. Do not  
 send to the IRS.

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Compass Minerals America Inc.</b>	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) See instructions. <b>9900 West 109th St., Suite 100</b>	Requester's name and address (optional)
	6 City, state, and ZIP code <b>Overland Park, KS 66210</b>	
	7 List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
4	8	-	1	0	4	7	6	3	2

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶ <i>Mary Wells</i>	Date ▶ <i>2/1/18</i>
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

# VENDOR ETHICS DISCLOSURE



## Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

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

Bid/Contract/PO #: Bid 19-048-DOT

Company Name: Compass Minerals America Inc	Company Contact: Sean Lierz, Senior Sales Manager
Contact Phone: 913-344-9330 or 800-323-1641 Opt 2	Contact Email: lierz@compassminerals.com

**The DuPage County Procurement Ordinance requires the following written disclosures prior to award:**

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of \$25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions

**NONE (check here) - If no contributions have been made**

Add Line	Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made
x					
x					

2. All contractors and vendors who have obtained or are seeking contracts with the county shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

**NONE (check here) - If no contacts have been made**

Add Line	Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email
x	Sean Lierz, Senior Sales Manager	913-344-9330	lierzs@compassminerals.com
x	Julia Yates, Sales Support Coordinator	913-344-9117	yatesj@compassminerals.com

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

**Continuing disclosure is required, and I agree to update this disclosure form as follows:**

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner
- 30 days prior to the optional renewal of any contract
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

**The full text for the county's ethics and procurement policies and ordinances are available at:**

<http://www.dupageco.org/CountyBoard/Policies/>

**I hereby acknowledge that I have received, have read, and understand these requirements.**

Authorized Signature

Printed Name

Title

Date

Jon E. Schnieder

Jon E. Schnieder

V.P.

4/1/19

Attach additional sheets if necessary. Sign each sheet and number each page. Page N/A of \_\_\_\_\_ (total number of pages)

## REFERENCES



The bidder must list three (3) references, listing firm name, address, telephone number and contact person to whom they have provided similar equipment, material or services for a period of not less than six (6) months. Additional references may be required.

<b>COMPANY NAME:</b>	IL DOT District 1
<b>ADDRESS:</b>	201 W Center Court
	Schaumburg, IL 60196
<b>CONTACT PERSON:</b>	Michael LaBree
<b>TELEPHONE NUMBER:</b>	847-705-4177

<b>COMPANY NAME:</b>	McHenry CHD
<b>ADDRESS:</b>	16111 Nelson Road
	Woodstock, IL 60098
<b>CONTACT PERSON:</b>	Ed Markison
<b>TELEPHONE NUMBER:</b>	815-334-4973

<b>COMPANY NAME:</b>	Illinois Tollway
<b>ADDRESS:</b>	P O Box 3094
	Attn: Contract Admin.
	Lisle, IL 60532
<b>CONTACT PERSON:</b>	Marlene Nagel
<b>TELEPHONE NUMBER:</b>	630-241-6800 ext 3980

<b>COMPANY NAME:</b>	City of Crystal Lake
<b>ADDRESS:</b>	P O Box 597
	Crystal Lake, IL 60039
<b>CONTACT PERSON:</b>	Larry Zurek
<b>TELEPHONE NUMBER:</b>	815-356-3744

**SECTION 8 - SAMPLE CONTRACT AGREEMENT**  
CONTRACT # 19-048-DOT BETWEEN [CONTRACTOR]  
AND THE COUNTY OF DUPAGE

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, between the County of DuPage, Illinois a body corporate and politic, located at 421 North County Farm Road, Illinois, 60187-3978 (hereinafter referred to as the COUNTY), and \_\_\_\_\_, licensed to do business in the State of Illinois, located at \_\_\_\_\_ (hereinafter referred to as the CONTRACTOR).

**RECITALS**

WHEREAS, the COUNTY requires the goods and/or services specified in Bid #19-048-DOT for its Division of Transportation located at the DuPage County Center, 140 North County Farm Road, Wheaton, Illinois 60187; and

WHEREAS, the CONTRACTOR is the vendor selected pursuant to the bid process and is willing to perform under the terms of the Bid and this Contract.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties agree that:

1.0 CONTRACT DOCUMENTS

1.1 This Contract includes all the following component parts, all of which are fully incorporated herein and made a part of the obligations undertaken by the parties:

- 1.1.a Bid Invitation
- 1.1.b Project Information
- 1.1.c Instructions to Bidders
- 1.1.d General Conditions
- 1.1.e Special Conditions
- 1.1.f Insurance/Bonding Requirements and Certificates
- 1.1.g Bid Form (including Certification/Proposal, Signature Affidavit including Proposal Pricing)
- 1.1.h Specifications (including any addenda, interpretations and approved exceptions)
- 1.1.i Exhibits
- 1.1.j County Purchase Order

1.2 All documents are or will be on file in the office of the Procurement Services Division, DuPage Center, 421 North County Farm Road, Room 3-400, Wheaton, Illinois 60187.

1.3 In the event of a conflict between any of the above documents, the document control from top to bottom; i.e., "a" controls over "b".

2.0 DURATION OF THIS CONTRACT

2.1 Unless terminated as provided in the Bid Invitation, the term of this Contract shall be a one (1) year period beginning on \_\_\_\_\_, 2018 and continuing through \_\_\_\_\_, 2018.

2.2 The Contract term is subject to renewal per the Bid Invitation Specifications.

2.3 In no event, shall the term plus renewals exceed four (4) years.

2.0 TERMINATION

3.1 Except as otherwise set forth in this AGREEMENT, either party shall have the right to terminate this AGREEMENT for any cause or without cause thirty (30) days after having served written notice upon the other party, except in the event of Vendor's insolvency, bankruptcy or receivership, in which case termination shall be effective immediately upon receipt of notice.

3.2 Upon such termination, the liabilities of the parties to this AGREEMENT shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination, or to pay for deliverables tendered prior to termination.

There shall be no termination expenses.

3.3 Upon termination of this AGREEMENT, all data, work products, reports and documents produced, because of this AGREEMENT shall become the property of the COUNTY. Further, Vendor shall provide all deliverables within fourteen (14) days of termination in accordance with the other provisions of this AGREEMENT.

3.0 BID PRICES AND PAYMENT

3.1 The Contractor shall provide the required goods and or services described in the Bid Specifications for the prices quoted on the Bid Form.

3.2 The County shall make payment pursuant to the Illinois Local Government Prompt Payment Act, except that no payment shall be approved where the Contractor has failed to comply with certified payroll requirements of the Illinois Prevailing Wage Act or Davis Bacon Act.

4.0 AMENDMENTS

4.1 This Contract may be amended by mutual agreement.

4.2 All amendments will conform to State of Illinois Statutes and County procedures for Change Orders.

5.0 CONTRACT ENFORCEMENT – ATTORNEY’S FEES

5.1 If the County is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this Contract, and by reason thereof, the County is required to use the services of an attorney, including the States Attorney, then the County shall be entitled to reasonable attorney’s fees and all expenses and costs incurred by the County pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.

6.0 SEVERABILITY CLAUSE

6.1 If any section, paragraph, clause, phrase or portion of this Contract is for any reason determined by a court of competent jurisdiction to be invalid and unenforceable, such portion shall be deemed separate, distinct and an independent provision, and the court’s determination shall not affect the validity or enforceability of the remaining portions of this Contract.

7.0 GOVERNING LAW

7.1 This Contract shall be governed by the laws of the State of Illinois both as to interpretation and enforcement. Venue for all disputes will be exclusively in the circuit court for the Eighteenth Judicial Circuit in DuPage County, Illinois and that Illinois law will control.

8.0 ENTIRE AGREEMENT

8.1 This Contract, including the documents listed in 1.0, contains the entire agreement between the parties.

8.2 There are no covenants, promises, conditions, or understandings; either oral or written, other than those contained herein.

IN WITNESS, WHEREOF, the parties set their hands and seals as of the date first written above.

COUNTY OF DU PAGE, ILLINOIS

[CONTRACTOR]

By: \_\_\_\_\_  
JAMES McGUIRE  
PROCUREMENT OFFICER

By: SAMPLE – DO NOT SIGN \_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

SECTION 9 - ENVELOPE LABEL

**SEALED BID PROPOSAL**

**INVITATION #:** 19-048-DOT  
**OPENING DATE:** 04/04/2019  
**OPENING TIME:** 2:00 P.M.  
**DESCRIPTION:** BULK ROCK SALT  
COMPASS MINERALS AMERICA INC.  
**COMPANY NAME:** \_\_\_\_\_

**DATED MATERIAL-DELIVER IMMEDIATELY**

PLEASE CUT OUT AND AFFIX THIS BID LABEL (ABOVE)  
TO THE OUTERMOST ENVELOPE OF YOUR PROPOSAL  
TO HELP ENSURE PROPER DELIVERY!



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/30/2018

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Marsh USA Risk & Insurance Services 15 West South Temple, Suite 700 Salt Lake City, UT 84101	<b>CONTACT NAME:</b> _____	<b>FAX (A/C, No):</b> _____	
	<b>PHONE (A/C, No, Ext):</b> _____	<b>E-MAIL ADDRESS:</b> _____	
<b>INSURED</b> Compass Minerals 9900 W. 109th Street, Suite 100 Overland Park, KS 66210	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> ACE American Insurance Company		22667
	<b>INSURER B:</b> ACE Property And Casualty Ins Co		20699
	<b>INSURER C:</b> N/A		N/A
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		

**COVERAGES**                      **CERTIFICATE NUMBER:** SEA-003283692-05                      **REVISION NUMBER:** 5

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SIR \$500,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____			XSLG2762943A	11/01/2018	11/01/2019	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
								\$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			ISAH08868980	11/01/2018	11/01/2019	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			G28187981003	11/01/2018	11/01/2019	EACH OCCURRENCE	\$ 1,000,000
							AGGREGATE	\$ 1,000,000
								\$
A	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WLRC48133654 (AOS) SCFC48133666 (WI)	11/01/2018 11/01/2018	11/01/2019 11/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT	\$ 2,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 2,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
DuPage County Procurement is included as additional insured where required by written contract with respect to general and auto liability. The general liability and auto liability policies are primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured subject to policy terms and conditions. Waiver of subrogation is applicable where required by written contract and subject to policy terms and conditions.

### CERTIFICATE HOLDER

DuPage County Procurement  
Services Division  
Attn: Bruce Flowers, Buyer  
421 north county farm road  
wheaton, IL 60187

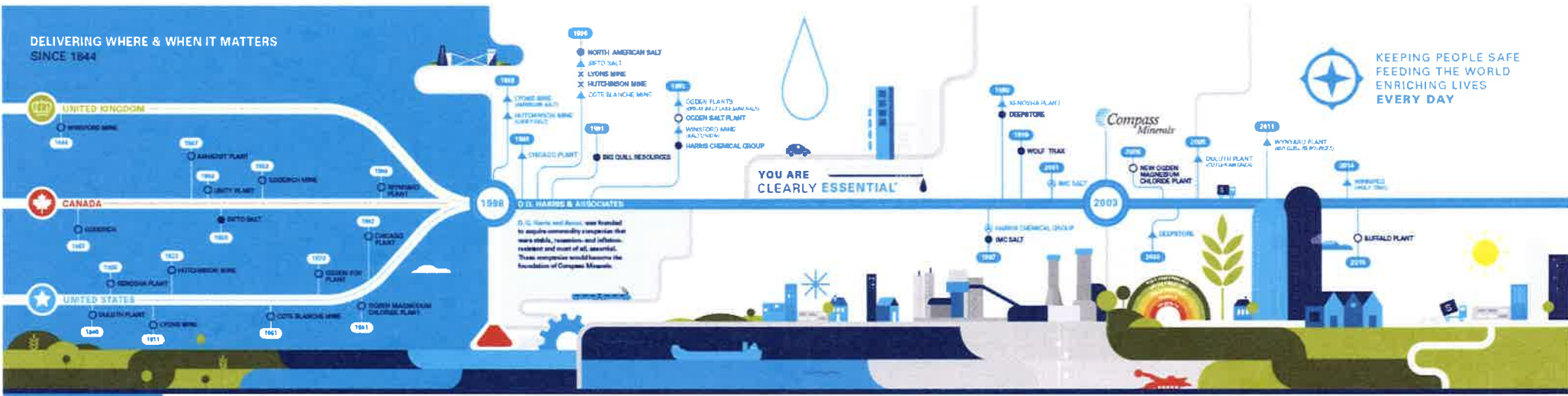
### CANCELLATION

**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.**

**AUTHORIZED REPRESENTATIVE**  
of Marsh USA Risk & Insurance Services  
Tiffani Berrett

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DELIVERING WHERE & WHEN IT MATTERS  
SINCE 1844



THE HISTORY OF  
COMPASS MINERALS

Our roots date back to the mid-19th century, across three countries to companies focused on essential minerals.

- KEY
- FOUNDED
  - OPENED
  - ⊕ ACQUIRED BY NEW HOLDING COMPANY
  - ✕ DIVERTED
  - ▲ ACQUIRED

1844: D. G. Harris & Associates (DGA) founded. DGA acquired American Salt Company with Lyons Mine and Galt Salt with Northam Mine.

1848: DGA acquires Chicago Plant from Conner Chemical Limited.

1849: DGA acquires North American Salt Company (NASCO) as a holding company, acquired S&W Salt from Donner with Goddard, American Minerals and Lundy operations; diverted Lyons Mine of American Salt and Alabaster Mine of Derry Salt to acquire Cote-Blanche Mine.

1891: Big Dull Resources, Canadian salt site of potash producer, founded. Big Dull acquired Buffalo Plant.

1895: DGA acquired Great Salt Lake Minerals with Ogden S&W and Magnesium Chloride Plants; acquired Ogden Salt Plant; acquired Salt Lake with Woodard Mine and founded Harris Chemical Group.

1896: Harris Chemical Group is a holding company for salt operations.

1907: BAC Cabot acquired Harris Chemical Group and founded BAC Salt as the holding company.

1898: Deep Green (founded to make use of underground space in U.S. salt mine, Kanab)

1909: West Trill, Inc., Canadian magnesium producer, founded.

1911: BAC Salt acquired by Apollo Management through an affiliate called Compass Minerals Group.

2002: Compass Minerals (NYSE) through its 100%.

1914: Apollo Management changed BAC Salt to Compass Minerals.

2005: Dupont Magnesium Chemical Plant was sold to Dupont as a result of merger.

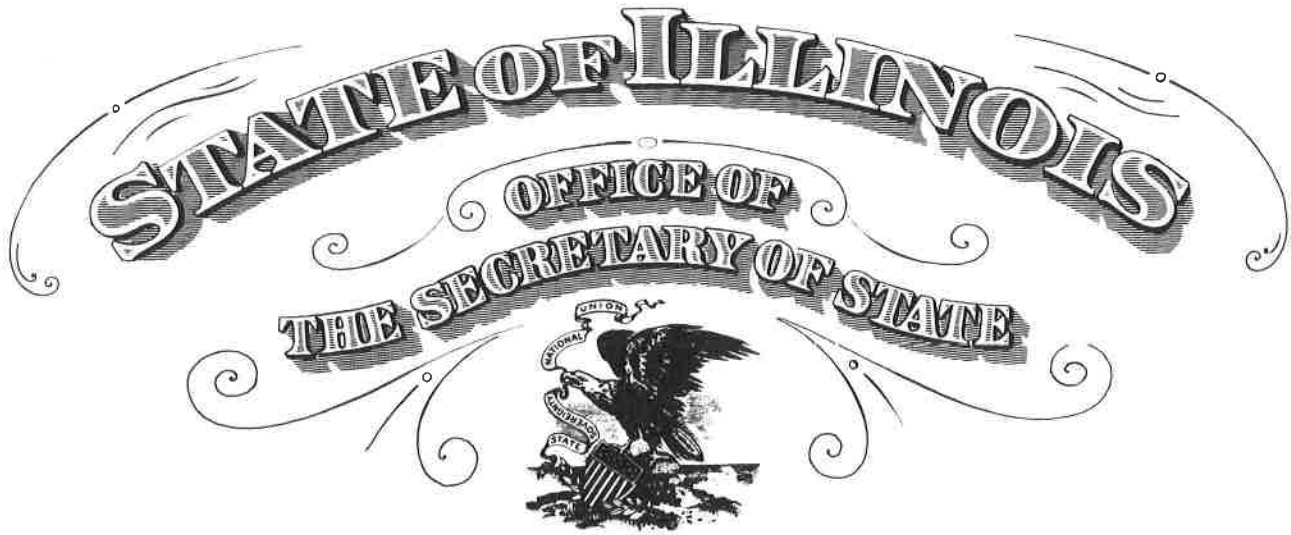
2010: Compass Minerals acquired West Trill, Inc.

2018: Compass Minerals had first listed on NYSE.

2019: Compass Minerals acquired Big Dull Resources with Buffalo Plant.

2018: Compass Minerals acquired West Trill, Inc.

2018: Compass Minerals had first listed on NYSE.



**To all to whom these Presents Shall Come, Greeting:**

*I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that*

COMPASS MINERALS AMERICA INC., INCORPORATED IN DELAWARE AND LICENSED TO TRANSACT BUSINESS IN THIS STATE ON DECEMBER 30, 1988, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS A FOREIGN CORPORATION IN GOOD STANDING AND AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.

***In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 2ND day of APRIL A.D. 2019 .***



*Jesse White*

SECRETARY OF STATE

# Delaware

PAGE 1

*The First State*

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "NORTH AMERICAN SALT COMPANY", CHANGING ITS NAME FROM "NORTH AMERICAN SALT COMPANY" TO "COMPASS MINERALS AMERICA INC.", FILED IN THIS OFFICE ON THE TWENTY-EIGHTH DAY OF JULY, A.D. 2014, AT 4:01 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE KENT COUNTY RECORDER OF DEEDS.


AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF AMENDMENT IS THE FIRST DAY OF AUGUST, A.D. 2014.

2149843 8100

141004732

You may verify this certificate online  
at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)



  
Jeffrey W. Bullock, Secretary of State  
AUTHENTICATION: 1573508

DATE: 07-28-14



STATE OF DELAWARE  
CERTIFICATE OF AMENDMENT  
OF SECOND AMENDED AND RESTATED  
CERTIFICATE OF INCORPORATION

NORTH AMERICAN SALT COMPANY, a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware (the "Corporation"), does hereby certify:

1. That at a meeting of the Board of Directors of North American Salt Company resolutions were duly adopted setting forth a proposed amendment of the Second Amended and Restated Certificate of Incorporation of the Corporation, declaring such amendment to be advisable and calling a meeting of the stockholder of the Corporation for consideration thereof. The resolution setting forth the proposed amendment is as follows:

**RESOLVED**, that the Second Amended and Restated Certificate of Incorporation of the Corporation be amended by changing the Article numbered "**FIRST**" so that, as amended, such Article shall be and read as follows:

**FIRST:** The name of the Corporation is Compass Minerals America Inc. (hereinafter called the "Corporation").

2. That thereafter, pursuant to resolution of its Board of Directors, a special meeting of the stockholders of the Corporation was duly called and held upon notice in accordance with Section 222 of the General Corporation Law of the State of Delaware at which meeting the necessary number of shares as required by statute were voted in favor of the amendment.

3. That the amendment was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

4. That this amendment shall be effective on the 1<sup>st</sup> day of August, 2014.

IN WITNESS WHEREOF, the Corporation has caused this certificate to be signed this 28<sup>th</sup> day of July, 2014.

By: 

Rodney L. Underdown  
Chief Financial Officer and Secretary



# Goderich - US Bulk Deicing Salt

## Product Data Sheet

### Production Location

Goderich, Ontario - Canada

### Product Description

Rock salt obtained by conventional mining methods, crushed, and screened to size.

### Method of Analysis

American Society for Testing and Materials Procedures D632 and E534. All other testing is from Compass Minerals internal quality control procedures, which are available upon request.

### Physical Properties

Bulk Density - 1220 kg/m<sup>3</sup> (76 lbs/ft<sup>3</sup>), average particle size 0.011"

### Admixture

Yellow Prussiate of Soda (YPS) added - If requested by customer

Chemical Analysis Before Admixing (99.7% Confidence)			Typical	Range
Sodium Chloride	NaCl	(%)	96.5	94.1 - 98.9
Calcium Sulfate	CaSO <sub>4</sub>	(%)	2.7	0.9 - 4.5
Calcium Chloride	CaCl <sub>2</sub>	(%)	0.00	0.00 - 0.01
Magnesium Chloride	MgCl <sub>2</sub>	(%)	0.03	0.00 - 0.08
Sodium Sulphate	NaSO <sub>4</sub>	(%)	0.00	0.00 - 0.03
Moisture		(%)	0.3	0.00 - 1.1
Water Insolubles		(%)	0.8	0.1 - 1.5
Calcium	Ca	ppm	7948	2648 - 13247
Magnesium	Mg	ppm	224	0 - 204
Sulphate	SO <sub>4</sub>	ppm	19051	6350 - 31752

### TYPICAL SCREEN ANALYSIS

% Passing (99.7% Confidence)

USP Mesh	Tyler Mesh	Open (in.)	Typical Passing %	Range %
0.500	0.500	0.500	99.8	98.9 - 100
3/8	0.371	0.374	97.2	93.5 - 100
4	4	0.187	76.6	63.6 - 89.8
8	8	0.093	47.6	34.3 - 60.9
16	14	0.046	27.3	18.4 - 36.2
30	28	0.023	15.6	9.7 - 21.5

Average Particle Size 0.011 inches (7.25 mesh)

Packaging			
UPC Code	Product Code	New Product Code	Bag Size (Lbs.)
	6615	613544	Bulk

Compass Minerals America Inc.  
 9900 West 109th Street - Suite 100  
 Overland Park, KS 66210  
 Phone 800-323-1641 Fax 800-359-7258

*This information is based on our present state of knowledge and is intended to provide general notes on the product(s) supplied by us and their uses. The information should not be construed as a specific property promise or guarantee of the product(s).*

March 2019

## Product Data Sheet

### Production Location

Cote Blanche, Louisiana-USA

### Product Description

- Rock salt obtained by conventional mining methods, crushed, and screened to size.
- No more than 15% of product passes 30-mesh screen

### Method of Analysis

American Society for Testing and Materials Procedures D632 and E534. All other testing is from Compass Minerals internal quality control procedures, which are available upon request.

### Physical Properties

Bulk Density - (72 lbs/ft<sup>3</sup>)

### Admixture

Yellow Prussiate of Soda (YPS) added to a max of 50 ppm

Chemical Analysis				
Constituent	Formula		Typical %	Range
Sodium Chloride	NaCl	(%)	98.44	98.2 - 99.2
Calcium Sulfate	CaSO <sub>4</sub>	(%)	1.27	0.38 - 1.7
Calcium Chloride	CaCl <sub>2</sub>	(%)	0.03	0 - 0.24
Magnesium Chloride	MgCl <sub>2</sub>	(%)	0.01	0 - 0.04
Water Insolubles		(%)	0.2	0.00 - 0.77
Calcium	Ca	ppm	3837	860 - 5535
Magnesium	Mg	ppm	35.5	0 - 101
Sulfate	SO <sub>4</sub>	(%)	9265	2371 - 12273
Moisture	H <sub>2</sub> O	(%)	0.19	0 - 1

Typical Screen Data				
U.S.S. Mesh	Tyler Mesh	Open (Inches)	Typical % Passing	Range % Passing
3/4	0.375	0.375	100	100
1/2	1/2	0.5	99.6	98.1 - 100
0.375	0.375	0.375	95.3	87 - 100
4	4	0.1870	73.4	40 - 100
8	8	0.0937	42.2	5 - 80
16	14	0.0464	19.2	0 - 40
30	28	0.0234	8.5	0 - 20

Average particle size 0.162 inches (5.11mesh)

Packaging			
Bag Size	UPC Code	Old Product Code	New SKU
Bulk	0 67568-76080 7	7608	613624



# SAFETY DATA SHEET

## 1. Product and Company Identification

Product Identifier	Salt
Other means of identification	American Backwoods Animal Nutrition Products Sodium Chloride Sifto Safe Step Standard Salt Sifto Ice Salt Sifto Sodium Chloride Sifto Safe Step EnviroGuard QwikSalt Ice-A-Way IceAway Turbo IceAway Turbo Blue Safe Step 3300 Aspen Aspen Blue Safe Step 4300 Dual Blend Safe Step 4300 Dual Blend Blue EconoBlend 370 Winter Storm Winter Storm Blue Safe Step Pro Series 550 Safe Step Pro Series 570 Safe Step 6300 Enviro Blend Safe Step Pro Series 960 Choice Formula Safe Step Sure Paws Sifto Safe Step Sure Paws American Stockman Animal Nutrition Products Nature's Own water care products Sure Soft water care products Natural Salt water care Pro Soft water care products Salt brine Thawrox Treated salt Commercial bulk rock salt Safe Step Pro Series 950 MaxiFonte Solar salt Canadian Stockman Animal Nutrition products Sifto pool salt Crystal Plus
Recommended use	De-icer. General industrial and water softening/conditioning purposes. Animal Nutrition.
Recommended restrictions	None known.
Manufacturer	Compass Minerals USA Inc. 9900 West 109th Street, Suite 100 Overland Park, KS 66210 US 913-344-9200  CHEMTREC 1-800-424-9300 CANUTEC 1-613-996-6666

## 2. Hazards Identification

Physical hazards	Not classified.
Health hazards	Not classified.
Environmental hazards	Not classified.
OSHA defined hazards	Not classified.
Label elements	
Hazard symbol	None.
Signal word	None.
Hazard statement	The product and/or mixture does not meet the criteria for classification.

<b>Precautionary statement</b>	
<b>Prevention</b>	Observe good industrial hygiene practices.
<b>Response</b>	Wash hands after handling.
<b>Storage</b>	Store away from incompatible materials, i.e, strong oxidizing agents (see Section 10)
<b>Disposal</b>	Dispose of waste and residues in accordance with local authority requirements.
<b>Hazard(s) not otherwise classified (HNOC)</b>	None known.
<b>Supplemental information</b>	Not applicable.

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### 3. Composition/Information on Ingredients

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**Mixture**

**Composition comments**      The criteria for listing components in this section are: Carcinogens, Respiratory Sensitizers, Mutagens, Teratogens and Reproductive toxins are listed when present at 0.1% or greater; components which are otherwise hazardous according to WHMIS/OSHA are listed when present at 1.0% or greater. Non hazardous components are not listed. The products pertaining to this SDS have various proportions of components which do not meet the listing criteria.

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### 4. First Aid Measures

---

<b>Inhalation</b>	Avoid breathing dust. If breathing is difficult, remove to fresh air and keep at rest in a position comfortable for breathing. Call a physician if symptoms develop or persist.
<b>Skin contact</b>	Rinse skin with water/shower. Get medical attention if irritation develops and persists.
<b>Eye contact</b>	Rinse with water. Get medical attention if irritation develops and persists.
<b>Ingestion</b>	Rinse mouth. If ingestion of a large amount does occur, seek medical attention.
<b>Most important symptoms/effects, acute and delayed</b>	Direct contact with eyes may cause temporary irritation.
<b>Indication of immediate medical attention and special treatment needed</b>	Treat symptomatically.

---

### 5. Fire Fighting Measures

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<b>Suitable extinguishing media</b>	Salt and salt mixtures are non-combustible.
<b>Unsuitable extinguishing media</b>	Not applicable.
<b>Specific hazards arising from the chemical</b>	During fire, gases hazardous to health may be formed.
<b>Special protective equipment and precautions for firefighters</b>	Use appropriate firefighting PPE as a general precaution.
<b>Fire-fighting equipment/instructions</b>	Salt is not combustible and is thus not the material of concern for firefighting equipment or methods.
<b>Specific methods</b>	In the event of a fire, equipment and methods that are consistent with the combusting material should be utilized.
<b>General fire hazards</b>	No unusual fire or explosion hazards noted.
<b>Hazardous combustion products</b>	Chlorine. Hydrogen chloride. Oxides of sodium.
<b>Explosion data</b>	
<b>Sensitivity to mechanical impact</b>	Not available.
<b>Sensitivity to static discharge</b>	Not available.

---

### 6. Accidental Release Measures

---

<b>Personal precautions, protective equipment and emergency procedures</b>	Restrict area to facilitate clean up.
<b>Methods and materials for containment and cleaning up</b>	Stop the flow of material, if this is without risk. Prevent direct entry into waterways and sewers. Following product recovery, flush area with water if necessary. For waste disposal, see section 13 of the SDS.
<b>Environmental precautions</b>	Avoid direct release into waterways and sewers.

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### 7. Handling and Storage

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<b>Precautions for safe handling</b>	Use care in handling/storage. Avoid breathing dust.
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Conditions for safe storage, including any incompatibilities

Store in original tightly closed container. Store away from incompatible materials, i.e, strong oxidizing agents (see Section 10)

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### 8. Exposure Controls/Personal Protection

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Occupational exposure limits	No exposure limits noted for ingredient(s).
Biological limit values	No biological exposure limits noted for the ingredient(s).
Appropriate engineering controls	<p>TWA PEL: No specific limits have been established for sodium chloride (a soluble substance). As a guideline, OSHA (United States) has established the following limits which are generally recognized for inert or nuisance dust. Particulates Not Otherwise Regulated (PNOR): 5mg/cu.m. Respirable Dust 8-Hour TWA PEL, 15mg/cu.m. Total Dust 8-Hour TWA PEL.</p> <p>TWA TLV: No specific limits have been established for sodium chloride (a soluble substance). As a guideline, ACGIH (United States) has established the following limits which are generally recognized for inert or nuisance dust. Particulates (insolubles) Not Otherwise Classified (PNOC): 10mg/cu.m. Inhalable Particulate 8-Hours TWA TLV, 3mg/cu.m. Respirable Particulate TWA TLV.</p> <p>Use process enclosures, local exhaust ventilation, or other engineering controls to control airborne levels below recommended exposure limits.</p>
Individual protection measures, such as personal protective equipment	
Eye/face protection	Safety glasses if eye contact is possible.
Skin protection	
Hand protection	If there is constant skin contact, rubber gloves are recommended.
Other	Wear suitable protective clothing.
Respiratory protection	No personal respiratory protective equipment normally required.
Thermal hazards	Not applicable.
General hygiene considerations	Always observe good personal hygiene measures, such as washing after handling the material and before eating, drinking, and/or smoking. Routinely wash work clothing and protective equipment.

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### 9. Physical and Chemical Properties

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Appearance	Crystalline.
Physical state	Solid.
Form	Solid.
Color	Varies
Odor	Odorless
Odor threshold	Not applicable
pH	6 - 8 (Neutral)
Melting point/freezing point	Not applicable
Initial boiling point and boiling range	Not applicable
Pour point	Not applicable
Specific gravity	Not applicable
Partition coefficient (n-octanol/water)	Not applicable
Flash point	Not applicable
Evaporation rate	Not applicable
Flammability (solid, gas)	Not applicable.
Upper/lower flammability or explosive limits	
Flammability limit - lower (%)	Not applicable
Flammability limit - upper (%)	Not applicable
Explosive limit - lower (%)	Not applicable
Explosive limit - upper (%)	Not applicable
Vapor pressure	Not applicable
Vapor density	Not applicable
Relative density	Not applicable
Solubility(ies)	Not available.
Auto-ignition temperature	Not applicable

Decomposition temperature	Not applicable
Viscosity	Not applicable

---

### 10. Stability and Reactivity

---

Reactivity	None known.
Possibility of hazardous reactions	No dangerous reaction known under conditions of normal use.
Chemical stability	Material is stable under normal conditions.
Conditions to avoid	Contact with incompatible materials, i.e strong oxidizing agents.
Incompatible materials	Strong oxidizing agents.
Hazardous decomposition products	Chlorine gas. Hydrogen chloride. Oxides of sodium.

---

### 11. Toxicological Information

---

#### Information on likely routes of exposure

Ingestion	Expected to be a low ingestion hazard.
Inhalation	No adverse effects due to inhalation are expected.
Skin contact	No adverse effects due to skin contact are expected.
Eye contact	Direct contact with eyes may cause temporary irritation.

Symptoms related to the physical, chemical and toxicological characteristics  
Direct contact with eyes may cause temporary irritation.

#### Information on toxicological effects

Acute toxicity Not classified.

Product	Species	Test Results
---------	---------	--------------

Salt (CAS Mixture)

Acute

Inhalation

LC50

Rat

21 mg/L, estimated

Skin corrosion/irritation Prolonged skin contact may cause temporary irritation.

Exposure minutes Not available.

Erythema value Not available.

Oedema value Not available.

Serious eye damage/eye irritation Direct contact with eyes may cause temporary irritation.

Corneal opacity value Not available.

Iris lesion value Not available.

Conjunctival reddening value Not available.

Conjunctival oedema value Not available.

Recover days Not available.

#### Respiratory or skin sensitization

Respiratory sensitization Not available.

Skin sensitization This product is not expected to cause skin sensitization.

Germ cell mutagenicity No data available to indicate product or any components present at greater than 0.1% are mutagenic or genotoxic.

Mutagenicity No data available to indicate product or any components present at greater than 0.1% are mutagenic or genotoxic.

Carcinogenicity This product is not considered to be a carcinogen by IARC, ACGIH, NTP, or OSHA.

Reproductive toxicity This product is not expected to cause reproductive or developmental effects.

Teratogenicity Not classified.

Specific target organ toxicity - single exposure Not classified.

Specific target organ toxicity - repeated exposure Not classified.

Aspiration hazard Not classified.

Chronic effects	Not classified.
Further information	This product has no known adverse effect on human health.
Name of Toxicologically Synergistic Products	Not available.

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## 12. Ecological Information

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Ecotoxicity	The product is not classified as environmentally hazardous. However, this does not exclude the possibility that large or frequent spills can have a harmful or damaging effect on the environment.
Persistence and degradability	No data is available on the degradability of this product.
Bioaccumulative potential	No data available.
Mobility in soil	No data available.
Mobility in general	Not available.
Other adverse effects	No other adverse environmental effects (e.g. ozone depletion, photochemical ozone creation potential, endocrine disruption, global warming potential) are expected from this component.

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## 13. Disposal Considerations

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Disposal instructions	Collect and reclaim or dispose in sealed containers in accordance with applicable regulations.
Local disposal regulations	Dispose in accordance with all applicable regulations.
Hazardous waste code	The waste code should be assigned in discussion between the user, the producer and the waste disposal company.
Waste from residues / unused products	Dispose of in accordance with local regulations. Empty containers or liners may retain some product residues. This material and its container must be disposed of in a safe manner (see: Disposal instructions).
Contaminated packaging	Empty containers should be taken to an approved waste handling site for recycling or disposal. Since emptied containers may retain product residue, follow label warnings even after container is emptied.

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## 14. Transport Information

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U.S. Department of Transportation (DOT)	Not regulated as dangerous goods.
Transportation of Dangerous Goods (TDG - Canada)	Not regulated as dangerous goods.

---

## 15. Regulatory Information

---

Canadian federal regulations	This product has been classified in accordance with the hazard criteria of the Controlled Products Regulations and the SDS contains all the information required by the Controlled Products Regulations.
WHMIS status	Not Controlled
US federal regulations	
TSCA Section 12(b) Export Notification (40 CFR 707, Subpt. D)	Not regulated.
CERCLA Hazardous Substance List (40 CFR 302.4)	Not listed.
Clean Air Act (CAA) Section 112(r) Accidental Release Prevention (40 CFR 68.130)	Not regulated.
Clean Air Act (CAA) Section 112 Hazardous Air Pollutants (HAPs) List	Not regulated.
Superfund Amendments and Reauthorization Act of 1986 (SARA)	
Hazard categories	Immediate Hazard - No Delayed Hazard - No Fire Hazard - No Pressure Hazard - No Reactivity Hazard - No
SARA 302 Extremely hazardous substance	No
SARA 311/312 Hazardous chemical	No
SARA 313 (TRI reporting)	Not regulated.



**Other federal regulations**

Safe Drinking Water Act (SDWA) Not regulated.  
 Food and Drug Administration (FDA) Not regulated.

**US state regulations**

California Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65): This material is not known to contain any chemicals currently listed as carcinogens or reproductive toxins.

US - California Proposition 65 - Carcinogens & Reproductive Toxicity (CRT): Listed substance

Not listed.

US. Massachusetts RTK - Substance List

Not regulated.

US. Pennsylvania RTK - Hazardous Substances

Not regulated.

US. Rhode Island RTK

Not regulated.

**Inventory status**

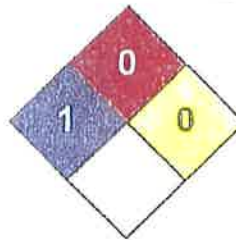
Country(s) or region	Inventory name	On inventory (yes/no)*
Canada	Domestic Substances List (DSL)	Yes
Canada	Non-Domestic Substances List (NDSL)	No
United States & Puerto Rico	Toxic Substances Control Act (TSCA) Inventory	Yes

\*A "Yes" indicates that all components of this product comply with the inventory requirements administered by the governing country(s)

**16. Other Information**

LEGEND	
Severe	4
Serious	3
Moderate	2
Slight	1
Minimal	0

HEALTH	/ 1
FLAMMABILITY	0
PHYSICAL HAZARD	0
PERSONAL PROTECTION	X



**Disclaimer**

The information in the sheet was written based on the best knowledge and experience currently available. Information contained herein was obtained from sources considered technically accurate and reliable. While every effort has been made to ensure full disclosure of product hazards, in some cases data is not available and is so stated. Since conditions of actual product use are beyond control of the supplier, it is assumed that users of this material have been fully trained according to the requirements of all applicable legislation and regulatory instruments. No warranty, expressed or implied, is made and supplier will not be liable for any losses, injuries or consequential damages which may result from the use of or reliance on any information contained in this document.

Issue date 28-September-2015

Effective date 01-August-2014

Expiry date 01-August-2017

Further information Not available.

Prepared by Dell Tech Laboratories, Ltd. Phone: (519) 858-5021

Other information This Safety Data Sheet was prepared to comply with the current OSHA Hazard Communication Standard (HCS) adoption of the Globally Harmonized System of Classification and Labeling of Chemicals (GHS).

This SDS conforms to the ANSI Z400.1/Z129.1-2010 Standard.

# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bond Number: n/a

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

Compass Minerals America Inc.  
9900 W. 109th Street, Ste. 100  
Overland Park, KS 66210

### SURETY:

(Name, legal status and principal place of business)

Westchester Fire Insurance Company  
436 Walnut Street  
Philadelphia, PA 19106-3703  
State of Inc: Pennsylvania

### OWNER:

(Name, legal status and address)

DuPage County Procurement Services Division  
421 N County Farm Road, Room 3-400  
Wheaton, IL 60187-3978

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**BOND AMOUNT:** Five Percent of Amount Bid (5%)

### PROJECT:

(Name, location or address, and Project number, if any)

Bulk Rock Salt 19-048-DOT

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.


When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 4th day of April, 2019

  
(Witness)

Compass Minerals America Inc.  
(Principal)  (Seal)

(Title)

Westchester Fire Insurance Company  
(Surety)  (Seal)

(Title) Tina Davis, Attorney-in-Fact

  
(Witness) Lindsey Plattner

State of                    UT  
County of                Salt Lake                } ss:

On                                April 4, 2019                                , before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared

Tina Davis

known to me to be Attorney-in-Fact of Westchester Fire Insurance Company the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires                                11/18/2020

  
Lindsey Plattner Notary Public



# Power of Attorney

## Westchester Fire Insurance Company

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise,
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such persons written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments,
- (4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments,
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

Does hereby nominate, constitute and appoint Linda Lee Nipper, Lindsey Plattner, Lisa Hall and Tina Davis, all of the City of SALT LAKE CITY, Utah, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding TEN MILLION DOLLARS & Zero Cents (\$10,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 6 June 2018.



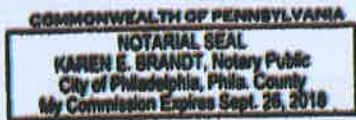
WESTCHESTER FIRE INSURANCE COMPANY

  
Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF PHILADELPHIA ss.

On this 6 June 2018 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.



  
Notary Public

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 4<sup>TH</sup> day of APRIL 20 19.



  
Dawn M. Chloros, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER JUNE 6, 2020.





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ADDENDUM #1 – RFP #19-048-DOT  
BULK ROCK SALT

March 28, 2019

This Addendum #1 consists of the following Responses to Questions submitted for the above captioned Proposal.

Please acknowledge this addendum #1 on the Bid Form.

1. On page 17 of the bid, under "Stocking Requirements", it states that 130% of the standard delivery quantity will be required to be in stock at a local terminal by December 1, 2019.  
Is this for Group 1 only? Group 2 only? Groups 1 and 2?

ALL Contractual Quantities will be required to be in stock at a local terminal by December 1, 2019.

2. Are Bidders required to bid both Groups? Or may they only bid Group 1? Or only bid Group 2?

Bidders are not required to bid both groups.

DuPage County reserves the right to award to the lowest responsive, responsible bidder(s) by Lump Sum Bid or Group 1, whichever is in the best interest of the DuPage County.

3. How will you award the bid?

On Page 16 of the Bid:

**BID AWARD CRITERIA**

DuPage County reserves the right to award a contract(s) to the lowest responsive, responsible bidder(s) by lump sum bid, by Group 1, whichever is in the best interest of DuPage County. DuPage County will only consider unit pricing in the 130%-150% range, in the event of a tie.

Group 2 will be awarded by each individual township/municipality.

4. Will you favor an award to a vendor who bids both groups?

No, the County does not favor an award to a vendor who bids both groups.

5. Will Group 1 be awarded to multiple bidders? Or will Group 1 be awarded to just one bidder?

Group 1 will be awarded to one (1) bidder.

6. Will Group 2 be awarded to multiple bidders? Or will Group 2 be awarded to just one bidder?

Group 2 is awarded by each local agency.



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## **REQUEST FOR COUNCIL ACTION**

Referred to Council: May 16, 2019  
Subject: Invoice No. 3 (Final) – BP&T Co.  
Staff Contact: Alan Lange, Assistant Public Works Director  
Department: Public Works

**TITLE:** Approval of Final Payment to BP&T Co. for Masonry Tuck Pointing of Salt Creek Greenway Trail Pedestrian Bridge in the Amount of \$8,972.50

### **COMMITTEE ACTION FOLLOW-UP ITEMS:**

N/A

### **RECOMMENDATION:**

Staff recommends approval of Invoice No. 3 (Final) to BP&T Co. for masonry tuck pointing of Salt Creek Greenway Trail Pedestrian Bridge in the amount of \$8,972.50.

### **BACKGROUND:**

The City entered into a contract with Thomas Engineering Group, LLC to oversee the maintenance and repairs of the Salt Creek Greenway Trail Pedestrian Bridge over Irving Park Rd. The first phase was to make repairs to the masonry surround the supporting structures of the bridge for which BP&T Co. was awarded the contract.

### **ANALYSIS:**

Thomas Engineering has reviewed the pay request and recommended payment be processed.

### **DOCUMENTS ATTACHED**

- ✓ Invoice No. 3 from BP&T Co. (Includes Waiver of Lien and Thomas Engineering Letter of Recommendation)

**BP&T Co.**  
**119 S. Emerson - Unit 178**  
**Mt. Prospect IL 60056**

Invoice #03

Mr. Ken Rubach  
Village of Wood Dale  
720 N. Central Ave  
Wood Dale IL 60191

December 12, 2018

Re: Invoice

-For tuck pointing areas agreed upon with Thomas Engineering for retaining walls at Salt Creek Greenway Trail Pedestrian Bridge. Also, for changing additional block after walk through with Engineer.

- Tuck pointing -\$6,768.00
- Retainage for invoices #1 and #2- \$2,204.50
  
- Total Due \$8,972.50

Invoice Submitted By:

  
Jimmy Kokosoulis  
BP&T Co.

177400		VENDOR ID	RECEIVED BY	P. O. #
PRICE	QUALITY	EXTENSION		
041-000-76033		G/L ACCT #		AMOUNT
				8,972.50
APPROVALS				
DEPT HEAD	FINANCE DIR	CITY MGR		
AL				
PAYMENT				

# APPLICATION AND CERTIFICATE FOR PAYMENT

ALA DOCUMENT G702

PAGE ONE OF PAGES

TO OWNER: Village of Wood Dale

PROJECT: Power Washing & Masonry Repairs  
Salt Creek Bridge

APPLICATION NO. 03  
PERIOD TO: 11/15/18  
PROJECT NOS.

Distribution to:  
 OWNER  
 ARCHITECT  
 CONTRACTOR

FROM CONTRACTOR: BP & T Co

VIA ARCHITECT: Thomas Engineering

CONTRACT DATE: 7/1/18

CONTRACT FOR Power Washing & Masonry Repairs

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract, Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM ..... 28,813.00
2. Net change by Change Orders ..... 0
3. CONTRACT SUM TO DATE (Line 1 + 2) ..... 28,813.00
4. TOTAL COMPLETED & STORED TO DATE ..... 28,813.00  
(Column G on G703)

### 5. RETAINAGE:

- a. % of Completed Work  
(Column D + E on G703) ..... 0
- b. % of Stored Material  
(Column F on G703)  
Total Retainage (Line 5a + 5b or  
Total in Column I of G703) ..... 0

6. TOTAL EARNED LESS RETAINAGE ..... 28,813.00  
(Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT  
(Line 6 from prior Certificate) ..... 19,230.50

8. CURRENT PAYMENT DUE ..... 8,974.50

9. BALANCE TO FINISH, INCLUDING RETAINAGE  
(Line 8 less Line 6) ..... 0

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	0	
Total approved this Month	0	
<b>TOTALS</b>	0	0
<b>NET CHANGES by Change Order</b>	0	0

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner; and that current payment shown herein is now due.

CONTRACTOR: BP & T Co

By: Jerry Blak  
State of: IL

County of: Cook

Subscribed and sworn to before me this 15th day of November 2018

Date: 11/15/18

Notary Public: Christopher D. Jans  
My Commission Expires: 08/07/2017  
OFFICIAL SEAL  
Notary Public - State of Illinois  
My Commission Expires 8/07/20

## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... \$  
(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are charged to ARCHITECT.)

By: \_\_\_\_\_ Date: \_\_\_\_\_  
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



# CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification, is attached.

Tabulations below, amounts are stated to the nearest dollar.

APPLICATION NO.: 03

APPLICATION DATE: 11/15/88

PERIOD TO: 11/15/88

ARCHITECT'S PROJECT NO.:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G ÷ C)	I BALANCE TO FINISH (C - G)	J RETAINAGE (IF VARIABLE) RATE
			FROM PREVIOUS APPLICATION	THIS PERIOD						
	Wood Dale Power Washing & Masonry									
	Power Washing	14,500.00	14,500	0.00	0.00	0	14,500.00	100	0.00	1,450
	Material	0	0	0	0	0	0	100	0	0
	Tuck-Pointing	6,768.00	0	6,768	0	0	6,768	100	0.00	676
	Material	0.00	0	0	0	0	0	100	0.00	0
	Block Replacement	7,100.00	7,100	0	0	0	7,100	100	0	710
	Material	445	445	0	0	0	445.00	100	0	44
	10% Retainage	28,813	22,045.00	6,768		0	28,813	100	0	2,881.30
	Total									

**WAIVER OF LIEN TO DATE**

STATE OF ILLINOIS  
 COUNTY OF Cook  
 TO WHOM IT MAY CONCERN:

City# \_\_\_\_\_  
 Escrow# \_\_\_\_\_

Whereas the undersigned has been employed by Village of Wood Dale  
 to furnish labor and material  
 for the premises known as Salt Creek Greenway Trail Bridge  
 of which Village of Wood Dale

The undersigned, for and in consideration of Eight thousand nine hundred twenty two and 50/100 is the owner  
 (\$ 8,972.50) Dollars, and other good and valuable consideration, the receipt whereof is hereby acknowledged, do(es) hereby  
 waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to and on said  
 above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other  
 considerations due or to become due from the owner, on account of all labor, services, material, fixtures, apparatus or machinery, furnished to this date, by the  
 undersigned for the above-described premises, INCLUDING EXTRAS\*. Additionally, the undersigned hereby waives and releases any and all of the  
 undersigned's rights and claims under the Illinois Public Construction Bond Act to the same extent the undersigned waives and releases any and all lien or claim  
 of, or right to lien under the statutes of Illinois relating to mechanics' liens.

DATE: 10/15/18

COMPANY NAME: BP & T Co

ADDRESS: 800 Northwest Hwy Ste 100 Mount Prospect

SIGNATURE & TITLE: Steve Vlahos v.p.

\*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS BOTH ORAL AND WRITTEN TO THE CONTRACT.

STATE OF ILLINOIS

**CONTRACTOR'S AFFIDAVIT**

COUNTY OF IL  
 TO WHOM IT MAY CONCERN

THE UNDERSIGNED, (NAME) Steve Vlahos BEING DULY SWORN, DEPOSES AND SAYS THAT  
 HE OR SHE IS (POSITION) v.p. OF

(COMPANY NAME) BP & T Co WHO IS THE  
 CONTRACTOR FURNISHING labor and materials WORK ON THE BUILDING

LOCATED AT Salt Creek Greenway Trail Bridge

OWNED BY Village of Wood Dale

That the total amount of the contract including extras\* is \$ 28,813.00 on which he or she has received payment of  
 \$ 19,730.50

prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names and addresses of all parties who have furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

NAME AND ADDRESS	WHAT FOR	CONTRACT PRICE	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
<u>Village of Wood Dale</u>	<u>Labor/Material</u>	<u>28,813.00</u>	<u>19,840.50</u>	<u>8,972.50</u>	<u>0</u>
TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLETE					

That there are not other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work or any kind done or in connection with said work other than above stated.

Date 3/20/19

Signature Steve Vlahos

Subscribed and sworn to before me this 20th day of March 2018

OFFICIAL SEAL  
 CHRISTOPHER D. JANS  
 Notary Public - State of Illinois  
 My Commission Expires 8/08/20



engineering group  
service at the highest grade

762 shoreline drive  
suite 200  
aurora, illinois 60504

April 8, 2019

Alan Lange  
Assistant Public Works Director  
City of Wood Dale Public Works  
404 N Wood Dale Road  
Wood Dale, Illinois 60191

Re: **Progress Payment #3 - Final**  
**Salt Creek Greenway Trail Bridge – Masonry Tuckpointing**

Mr. Lange:

We have evaluated work completed to date on the above referenced Project. This Pay Estimate encompasses work performed through January 15, 2019.

The original contract amount is \$28,813.00 for the cleaning, repair and reconstruction of masonry units on the Salt Creek Greenway Trail Bridge. We hereby recommend that the City process this invoice for work associated with the Salt Creek Greenway Trail Bridge – Masonry Tuckpointing. The Total Amount of Authorized, Completed Work to Date is **\$19,840.50.00** minus Retainage of **\$2,204.50**.

The Final Recommended Amount Due is **\$8,972.50**. This amount includes the retainage of **\$2,204.50** withheld for pay request 1 and 2 and the tuckpointing work in the amount of **\$6,768.00**.

Please feel free to contact me at 630-442-2669, or via email at [alejandroz@thomas-engineering.com](mailto:alejandroz@thomas-engineering.com) if you have any questions or require additional information.

Sincerely,

**thomas engineering group, llc**

*Alejandro Zepeda*

Alejandro Zepeda  
Project Engineer

Enclosures:

1. BP &T Co. Pay Request #3





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## **REQUEST FOR COUNCIL ACTION**

Referred to Council: May 16, 2019  
Subject: Pay request No. 4 (Final) Kim Construction  
Staff Contact: Brett Garelli, Assistant Director Public Works  
Department: Public Works

**TITLE:** Approval of Final Payment to Kim Construction for the 2018 Sanitary Sewer Rehabilitation Project in the Amount of \$31,521.25

### **COMMITTEE ACTION FOLLOW-UP ITEMS:**

N/A

### **RECOMMENDATION:**

Staff recommendation for Approval of a Final payment to Kim Construction in the Amount of \$31,521.25.

### **BACKGROUND:**

The City of Wood Dale has experienced some sanitary sewer overflows from the collection system during significant wet weather events in recent years. This project repaired manholes in our service area that were contributing to this issue.

### **ANALYSIS:**

RJN Group has reviewed the payment history and the work completed and recommends that the City close out this Contract with a final payment.

### **DOCUMENTS ATTACHED**

RJN Summary tabulation of the Final Payment



The Choice for Collection System Solutions

www.rjn.com

April 23, 2019

Mr. Matthew York  
Public Works Director  
City of Wood Dale  
720 North Central Road  
Wood Dale, Illinois 60191

**RE: 2018 Sanitary Sewer Rehabilitation Project  
KIM CONSTRUCTION COMPANY, INC. - Pay Request No. 4 (Final)**

Dear Mr. York,

Enclosed for your attention is a copy of KIM CONSTRUCTION COMPANY, INC. – Invoice # 4 - Final, in the full amount of the work completed for the project. Work completed on the above referenced project has been reviewed by RJN, and RJN has approved all items for payment. We therefore recommend payment to KIM CONSTRUCTION COMPANY, INC. in the amount of Thirty One Thousand Five Hundred Twenty One Dollars and Twenty Five Cents as summarized below.

Contract Value	\$	275,200.00
Work Performed	\$	263,687.50
Less Retainage – 0% Final	\$	0.00
Subtotal	\$	263,687.50
Less Previous Payments	\$	<u>(232,166.25)</u>
<b>Amount due this Pay Request No. 4 – Final</b>	<b>\$</b>	<b>31,521.25</b>

Also enclosed for your attention is the Reconciliation Change Order. The final Contract price is \$11,512.50 (4.18%) below the original awarded Contract. Please execute the attached Change Order.

In addition, attached for your records are two (2) copies of the Record Drawings and the Manhole Rehabilitation Schedule for this project.

Sincerely yours,  
RJN GROUP, INC.

Yann Gallin  
Project Manager



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## **REQUEST FOR COUNCIL ACTION**

Referred to Council: May 16, 2019  
Subject: Municipal Aggregation – Traditional Program  
Staff Contact: Brad Wilson, Finance Director  
Department: Finance

**TITLE:** Municipal Aggregation Renewal 2019 (Traditional Option)

### **COMMITTEE ACTION FOLLOW-UP ITEMS:**

N/A

### **RECOMMENDATION:**

Bids will be provided to the City mid-day on the 16<sup>th</sup>. Staff will analyze them and provide a recommendation at that time.

### **BACKGROUND:**

The City's electrical aggregation is once again set to expire in July. As we have done in the past, our consultant NIMEC in the process of soliciting bids for us to potentially continue this program. As the bids are only good for 24-48 hours, this item will come straight to the Council on May 16th. Once we have the results (on the 16th) we will send them out via email, and then place the results on the dais for discussion that night.

**ANALYSIS:**

Based upon the bid results the City will have a couple of options.

1. Approve the traditional program based upon bid pricing results.
  - a. This option would render 2 – 4 null and no action would be required beyond this approval.
2. Deny the traditional program based upon bid pricing results.
  - a. Denial of the Traditional program would lead to need to vote on the Green Energy option.
3. Approve Green Energy program.
4. Deny Green Energy program.
  - a. If the Green option is voted down, all residents would automatically be returned to ComEd at the completion of the current program.

**DOCUMENTS ATTACHED**

- ✓ Ordinance for Traditional Municipal Aggregation Program

**ORDINANCE NO. O-19-10**

**MUNICIPAL AGGREGATION RENEWAL 2019 (Traditional)**

WHEREAS, Under Section 1-92 of the Illinois Power Agency Act, 20 ILCS 3855/1-1, et seq., (the "Act") a municipality may operate an electric aggregation program as an opt-out program for residential and small commercial retail customers, if a referendum is passed by a majority vote of the residents pursuant to the requirements under the Act; and

WHEREAS, the City of Wood Dale, Illinois ("City") submitted the question to referendum in the April, 2011 election and a majority of the electors voting on the question voted in the affirmative; and

WHEREAS, the City subsequently implemented its initial opt-out aggregation program in the Fall of 2011 and successor contracts in 2014, 2017 and again 2018 with the term of the supplier agreement to end based on scheduled final meter read dates in July 2019; and

WHEREAS, the Corporate Authorities hereby find that it is in the best interest of the City to continue to operate the aggregation program under the Act as an opt-out program and to enter into an additional contract with a supplier pursuant to the terms of the Act. However, the final decision will be based upon market pricing and the City retains the option of suspending the program and returning all participants back to Commonwealth Edison.

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Wood Dale, DuPage County, Illinois, As Follows:

SECTION 1: That the Preamble of this Ordinance is declared to be true and correct and is incorporated by reference herein.

SECTION 2:

- A. Pursuant to Section 1-92 of the Illinois Power Agency Act, 20 ILCS 3855/1-1, et seq., (the "Act") the Corporate Authorities of the City are hereby authorized to aggregate, in accordance with the terms of the Act, residential and small commercial retail electrical loads located within the corporate limits of the City, and for that purpose may solicit bids and enter into service agreements to facilitate for those loads the sale and purchase of electricity and related services and equipment.
- B. The Aggregation Program for the City shall continue to operate as an opt-out program for residential and small commercial retail customers.



- C. As an opt-out program, the Corporate Authorities of the City shall fully inform residential and small commercial retail customers in advance that they have the right to opt-out of the Aggregation Program before the resident or commercial account is renewed. The disclosure and information provided to the customers shall comply with the requirements of the Act.
- D. The Corporate Authorities hereby grant the Mayor, or his/her designee the specific authority to execute a contract without further action by the Corporate Authorities and with the authority to bind the City.
- E. The City will again engage NIMEC, who managed the initial aggregation and the successor agreement. NIMEC will solicit bids from multiple suppliers and consult with the City in our decision to select the supplier that best meets our needs. NIMEC will also assist with the conversion process, and provide assistance to residents with questions.

SECTION 3: This Ordinance shall be in full force and effect after its passage, approval and publication as provided by law.

PASSED THIS 16<sup>th</sup> DAY OF MAY, 2019.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

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

APPROVED THIS 16<sup>th</sup> DAY OF MAY, 2019

\_\_\_\_\_  
Mayor

ATTEST:

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



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## **REQUEST FOR COUNCIL ACTION**

Referred to Council: May 16, 2019  
Subject: Municipal Aggregation – Green Energy  
Staff Contact: Brad Wilson, Finance Director  
Department: Finance

**TITLE:** Municipal Aggregation Renewal 2019 (100% Green Energy Option)

### **COMMITTEE ACTION FOLLOW-UP ITEMS:**

N/A

### **RECOMMENDATION:**

Bids will be provided to the City mid-day on the 16<sup>th</sup>. Staff will analyze them and provide a recommendation at that time. The viability of this program will be based upon the analysis of the bids.

### **BACKGROUND:**

At the May 9<sup>th</sup> Committee meeting, a vote was made to keep the Green Energy program as a potential offering pending the results of the bids that the City receives on the 16<sup>th</sup>.

### **ANALYSIS:**

If the bids are favorable and the Traditional program is approved, there is no action required on the Green option.

If the bids are not favorable and the Traditional program is denied, then the Council will need to vote on the Green program.

If the Green Energy is voted down, all residents would automatically be returned to ComEd at the completion of the current program.

**DOCUMENTS ATTACHED**

- ✓ Ordinance
- ✓ Agreement with MC2

**ORDINANCE NO. O-19-10**

**MUNICIPAL AGGREGATION RENEWAL 2019 (Green Energy)**

WHEREAS, Under Section 1-92 of the Illinois Power Agency Act, 20 ILCS 3855/1-1, et seq., (the "Act") a municipality may operate an electric aggregation program as an opt-out program for residential and small commercial retail customers, if a referendum is passed by a majority vote of the residents pursuant to the requirements under the Act; and

WHEREAS, the City of Wood Dale, Illinois ("City") submitted the question to referendum in the April, 2011 election and a majority of the electors voting on the question voted in the affirmative; and

WHEREAS, the City subsequently implemented its initial opt-out aggregation program in the Fall of 2011 and successor contracts in 2014, 2017, and again in 2018 with the term of the supplier agreement to end based on scheduled final meter read dates in July 2019; and

WHEREAS, the Corporate Authorities hereby find that it is in the best interest of the City to continue to operate the aggregation program under the Act as an opt-out program and to enter into an additional contract with a supplier pursuant to the terms of the Act. However, the final decision will be based upon pricing and terms offered and the City retains the option of suspending the program and returning all participants back to Commonwealth Edison.

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Wood Dale, DuPage County, Illinois, As Follows:

SECTION 1: That the Preamble of this Ordinance is declared to be true and correct and is incorporated by reference herein.

SECTION 2:

- A. Pursuant to Section 1-92 of the Illinois Power Agency Act, 20 ILCS 3855/1-1, et seq., (the "Act") the Corporate Authorities of the City are hereby authorized to aggregate, in accordance with the terms of the Act, residential and small commercial retail electrical loads located within the corporate limits of the City, and for that purpose may solicit bids and enter into service agreements to facilitate for those loads the sale and purchase of electricity and related services and equipment.
- B. The Aggregation Program for the City shall continue to operate as an opt-out program for residential and small commercial retail customers.

- C. As an opt-out program, the Corporate Authorities of the City shall fully inform residential and small commercial retail customers in advance that they have the right to opt-out of the Aggregation Program before the resident or commercial account is renewed. The disclosure and information provided to the customers shall comply with the requirements of the Act.
- D. The Corporate Authorities hereby grant the Mayor, or his designee the specific authority to execute a contract without further action by the Corporate Authorities and with the authority to bind the City.
- E. The City will again engage NIMEC, who managed the initial aggregation and the successor agreement. NIMEC will solicit bids from multiple suppliers and consult with the City in our decision to select the supplier that best meets our needs. NIMEC will also assist with the conversion process, and provide assistance to residents with questions.

SECTION 3: This Ordinance shall be in full force and effect after its passage, approval and publication as provided by law.

PASSED THIS 16<sup>th</sup> DAY OF MAY, 2019.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

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

APPROVED THIS 16<sup>th</sup> DAY OF MAY, 2019

\_\_\_\_\_  
Mayor

ATTEST:

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

## MASTER POWER SUPPLY AGREEMENT

### AGREEMENT BY AND BETWEEN THE CITY OF WOOD DALE AND MC SQUARED ENERGY SERVICES, AN ILLINOIS LIMITED LIABILITY COMPANY TO PROVIDE FULL-REQUIREMENTS ELECTRICITY SUPPLY AND RELATED SERVICES FOR AN ELECTRIC AGGREGATION PROGRAM

This Agreement (hereinafter the “Agreement”), is entered into as of May 17, 2019 (hereinafter the “Effective Date”) between the City of Wood Dale, Illinois, an Illinois municipal corporation (hereinafter the “Municipality”) and MC Squared Energy Services, LLC (hereinafter the “Supplier”) (each a “Party” and collectively, the “Parties”).

#### RECITALS

- A. The Municipality has established an Electricity Aggregation Program (hereinafter the “Program”) pursuant to the Aggregation Ordinance and the Aggregation Statute, and will conduct the Program as an opt-out program pursuant to the Aggregation Ordinance and the Aggregation Statute.
- B. The Municipality conducted a Request for Qualifications and/or Power Supply Bid process within the year to identify qualified suppliers of electricity in the market.
- C. The purpose of this Agreement is for the Supplier to provide the Full-Requirements Electricity Supply Services and the Program Implementation Services as defined herein (collectively, the “Services”) to all Eligible Customers who choose not to opt out of the Program throughout the Term of this Agreement at the Price established in this Agreement.
- D. The Supplier acknowledges and agrees that it has all certifications, authorizations, qualifications, and approvals necessary pursuant to the Requirements of Law to sell Full-Requirements Electricity Supply to Eligible Customers pursuant to this Agreement, including without limitation that:
  1. Supplier is certified by the Illinois Commerce Commission as a Retail Electric Supplier and is authorized to sell Full-Requirements Electricity Supply to customers in the State of Illinois utilizing the existing transmission and distribution systems of ComEd within the service areas of ComEd;
  2. Supplier is currently registered with ComEd to serve residential and small commercial customers under Rate RESS - Retail Electric Supplier Service with Rider PORCB - Purchase of Receivables and Consolidated Billing; and
  3. Supplier acknowledges and agrees that it will provide the Services, including without limitation Full-Requirements Electricity Supply to all Participating Customers, pursuant to the Bid Package, the Bid Response, this Agreement, and the Requirements of Law.
  4. The Municipality desires to enter into this Agreement with Supplier for the provision by the Supplier of Full-Requirements Electricity Supply to all Eligible Customers pursuant to the Program unless exceptions are clearly stated on the RFP response.

#### AGREEMENT

In consideration of the mutual covenants and agreements contained herein, the Municipality and the Supplier agree as follows:

ARTICLE 1  
RECITALS

- 1.1 The foregoing recitals are, by this reference, fully incorporated into and made part of this Agreement.

ARTICLE 2  
DEFINITIONS

The following terms shall have the meanings ascribed to them in this section:

- 2.1 “Aggregate” means the total number of Eligible Customers that are within the jurisdictional boundaries of the Municipality.
- 2.2 “Aggregation Ordinance” means that certain ordinance adopted by the Municipality authorizing the Program.
- 2.3 “Aggregation Statute” means the Illinois Power Agency Act, 20 ILCS 3855/1-92 and applicable rules and regulations of the Illinois Commerce Commission.
- 2.4 “Billing Services” means those services described in Section 4.4 of this Agreement, including all subsections of Section 4.4.
- 2.5 “ComEd” means Commonwealth Edison.
- 2.6 “Compliance Services” means those services identified in Section 4.5 of this Agreement, including all subsections of Section 4.5.
- 2.7 “Confidential Information” means the information defined in Section 9 of this Agreement.
- 2.8 “Customer Information” means certain information that the Electric Utility or Former Aggregation Supplier is required by statute (including the Aggregation Statute), regulation, tariff, or contract to provide to the Corporate Authorities of the Municipality, including without limitation those names and addresses and Electric Utility account numbers of residential and small commercial retail customers in the Aggregate area that are reflected in the Electric Utility or Former Aggregation Supplier's records at the time of the request.
- 2.9 “Data” has the same meaning as in Section 9 of this Agreement.
- 2.10 “Electric Utility” means ComEd.
- 2.11 “Eligible Customers” means residential and small commercial electricity customers receiving Full-Requirements Electricity Supply within the Municipality who are eligible to participate in the Program pursuant to the Aggregation Statute and the Requirements of Law, and as determined by the parameters defined in Exhibit C of this Agreement by the supplier and mutually agreed to by the Supplier and Municipality.
- 2.12 “Energy” means generated electricity.
- 2.13 “Enrollment Services” means those services described in Section 4.3 of this Agreement, including all subsections of Section 4.3.
- 2.14 “Extended Term” means the term defined in Section 5.1 of this Agreement.
- 2.15 “Force Majeure Event” means the circumstances defined in Section 7.1 of this Agreement.

- 2.15.5 “Former Aggregation Supplier” means the RES that supplied the Program of the Municipality immediately prior to Supplier under this Agreement. If Former Aggregation Supplier as defined would be Supplier or ComEd, then no Former Aggregation Supplier is considered to exist.
- 2.16 “Full-Requirements Electricity Supply” means all services or charges necessary to provide the continuous supply of electricity to all Participating Customers, including, without limitation, Energy, capacity, losses, renewable portfolio standard (RPS) charges, imbalances, load factor adjustments, transmission costs, congestion charges, marginal losses, ancillary services, taxes applicable only to the Supplier, and any additional necessary services or charges.
- 2.17 “Full-Requirements Electricity Supply Services” means those portions of the Services described in Section 4.1 of this Agreement, including all subsections of Section 4.1.
- 2.18 “ICC” means the Illinois Commerce Commission.
- 2.19 “Independent System Operator” or “ISO” means that certain independent system operator for the Electric Utility established pursuant to the Public Utilities Act, 220 ILCS 5/16-626.
- 2.20 “Power Supply Bid” means the bidding process conducted by the Municipality.
- 2.21 “New Customers” means the customers defined in Section 4.3.9 of this Agreement.
- 2.22 “Opt-Out Notice” means the notices described in Section 4.2.1.1 of this Agreement and provided to Eligible Customers informing them of their ability to opt-out of the Program pursuant to the Requirements of Law.
- 2.23 “Opt-Out Period” means the time prior to the implementation of the Program during which Eligible Customers may choose not to participate in the Program pursuant to the Requirements of Law.
- 2.24 “Opt-Out Process” means the process defined in Section 4.2.1 of this Agreement.
- 2.25 “Participating Customers” means those Eligible Customers who do not opt out of the Program and are not Special Billing Customers, and New Customers. Participating customers may be served by Supplier or Tariffed Service pursuant to Attachment C.
- 2.26 “Plan of Governance” or “POG” means that certain Plan of Operation and Governance approved by The Municipality pursuant to the Aggregation Statute.
- 2.27 “Point of Delivery” means the point specified by the Electric Utility at which the Supplier must deliver the Full-Requirements Electricity Supply to the Electric Utility for distribution to Participating Customers.
- 2.28 “Price” means the price expressed in cents per kilowatt hour at which the Supplier will provide the Services as set forth in Exhibit C to this Agreement.
- 2.29 “Program” means the electricity aggregation program operated by the Municipality in accordance with the Aggregation Statute and authorized by the Aggregation Ordinance, to aggregate residential and small commercial retail electrical loads located within the corporate limits of the Municipality for the purpose of soliciting and entering into service agreements to facilitate for those loads the sale and purchase of Full-Requirements Electricity Supply and related Services.
- 2.30 “Program Implementation Services” means those portions of the Services described in Section 4.2 of this Agreement, including all subsections of Section 4.2.



- 2.31 “Renewable Energy Credits, (RECs)” means a market-based instrument that represents the legal property rights to the environmental attributes of renewable electricity generation sources such as wind, solar, biomass or hydroelectric compliant with EPA established guidelines.
- 2.32 “Requirements of Law” means the Aggregation Ordinance, the Aggregation Statute, the Illinois Public Utilities Act, the Illinois Consumer Fraud Act, the Plan of Governance, the rules, regulations, and final decisions of the ICC or Illinois Power Agency (including the ICC Final Order in Docket No. 11-0434 issued on April 4, 2012), the rules, regulations and tariffs applicable to the Electric Utility and the Independent System Operator, and all other applicable federal, state, and local laws, orders, rules, and regulations, all as may be hereinafter duly amended.
- 2.33 “Retail Electric Supplier” or “RES” means an “alternative retail electric supplier” as that term is defined in Section 16-102 of the Public Utilities Act, 220 ILCS 5/16-102.
- 2.34 “Services” means the Full-Requirements Electricity Supply Services, Program Implementation Services, Enrollment Services, Billing Services, and Compliance Services provided in Article 4 of this Agreement.
- 2.35 “Special Billing Customers” means the customers defined in Section 4.3.8 of this Agreement.
- 2.36 “Supplier” means MC Squared Energy Services, LLC and the lawful successor, transferee, designee, or assignee thereof.
- 2.37 “Tariffed Service” means the electricity supply service provided by Electric Utility as required by 220 ILCS 5/16-103. The magnitude of Tariffed Services are typically posted on PlugInIllinois.org and currently includes ComEd's electricity supply charge plus ComEd's transmission series charge, and including the ComEd's purchased electricity adjustment.
- 2.38 “Term” means the period of time defined in Section 5.1 of this Agreement.
- 2.39 “Municipality” means the City of Wood Dale, Illinois.
- 2.40 “Withdrawing Customer” means a customer defined in Section 4.3.6 of this Agreement.

### ARTICLE 3 PROGRAM RESPONSIBILITIES

- 3.1 Municipality Responsibilities.
- 3.1.1 Customer Information. The Municipality shall, with the assistance of the Supplier, pursuant to the Requirements of Law, obtain the Customer Information from ComEd and/or the previous supplier.
- 3.1.2 Notices and Customer Information from ComEd and/or the previous supplier. The Municipality shall promptly forward to Supplier the Customer Information received from ComEd and/or the previous supplier and each Party will promptly provide to the other Party any notices received by that Party from ComEd and/or the previous supplier concerning the accounts of Eligible or Participating Customers.
- 3.1.3 Submittals to ComEd. The Municipality shall, with the assistance of Supplier, submit to ComEd (a) the “Government Authority Aggregation Form”, (b) a list of Eligible Customers who are not Participating Customers because they have elected to opt out of the Program, (c) a list of all Participating Customers, and (d) such other forms as are or may become necessary to access interval data for billing or non-billing purposes to the extent that Supplier is authorized to access such data.

- 3.1.4 No Municipality Obligations to Provide Services. The Parties acknowledge and agree that the Municipality is not responsible to provide, and this Agreement shall not be construed to create any responsibility for the Municipality to provide, the Services to any person or entity, including without limitation the Supplier, the Electric Utility, the ISO, Eligible Customers, Special Billing Customers, New Customers or Participating Customers.
- 3.1.5 No Municipality Financial Responsibility. The Parties acknowledge and agree that this Agreement does not impose or create, and shall not be construed to create, any financial obligation of the Municipality to any other person or entity, including without limitation the Supplier, the Electric Utility, the ISO, Eligible Customers, Special Billing Customers, or Participating Customers.

### 3.2 Supplier Obligations.

- 3.2.1 Provision of Services. The Supplier will provide all of the Services described in Article 4 of this Agreement throughout the Term, including but not limited to the provision of sufficient Full-Requirements Electricity Supply to allow the Electric Utility to deliver and distribute uninterrupted electric service to all Participating Customers. The Supplier acknowledges and agrees that the Municipality is not responsible to provide, and shall not be liable to the Supplier or any Eligible Customer for any failure to provide, any Services pursuant to this Agreement.
- 3.2.2 Compliance with the Requirements of Law. Supplier shall comply with all Requirements of Law.
- 3.2.3 Supplier Press Releases. The Supplier may issue press releases concerning the Program that are approved in advance by the Municipality prior to issuance.
- 3.2.4 All information provided by the Supplier to Municipality or any of its agents relating to this Agreement in any way shall be true and accurate in all respects at all times to the best of Supplier's knowledge and belief.

## ARTICLE 4 SUPPLIER SERVICES

- 4.1 Full Requirements Electricity Supply. The Supplier must supply the following Full-Requirements Electricity Supply Services as provided in this Section 4.1.
  - 4.1.1 Scheduling, Transmission and Delivery of Full-Requirements Electricity Supply.
    - 4.1.1.1 Generally. The Supplier shall take all actions necessary to arrange for the scheduling, transmission, and delivery of Full-Requirements Electricity Supply to the Electric Utility for distribution to all Participating Customers.
    - 4.1.1.2 Scheduling. Supplier shall schedule the Full-Requirements Electricity Supply for distribution as required by the ISO and the Electric Utility.
    - 4.1.1.3 Distribution and Transmission Rights. Supplier will arrange for necessary distribution and transmission rights necessary for the delivery of the Full-Requirements Electricity Supply to the Electric Utility hereunder.
    - 4.1.1.4 Transmission and Delivery to Electric Utility.

4.1.1.4.1 Transmission and Delivery. Supplier will cause to be transmitted and delivered to the Electric Utility at the Delivery Point sufficient Energy to provide continuous Full-Requirements Electricity Supply to all Participating Customers. The Municipality acknowledges that the Electric Utility, and not the Supplier, is responsible for the distribution of the Full-Requirements Electricity Supply to the Participating Customers after delivery by the Supplier to the Delivery Point, and that Supplier does not take responsibility for the distribution of the Full-Requirements Electricity Supply to Participating Customers after the Supplier provides Full-Requirements Electricity Supply to the Point of Delivery.

4.1.1.4.2 Failure of Delivery. Supplier acknowledges and agrees that if the Supplier fails to comply with any requirement related to the Full-Requirements Electricity Supply to the Participating Customers pursuant to this Agreement, including without limitation if Supplier fails to schedule all or part of the Full-Requirements Electricity Supply for any Participating Customer, Supplier shall be solely responsible for any additional costs, charges, or fees incurred because of such failure, and shall not pass through any such additional costs, charges, or fees to Participating Customers.

4.1.2 Pricing. The Supplier shall receive the Price in full payment for all Services, and shall not be entitled to any additional costs, adjustments, charges, fees, or any other payments or compensation. The Municipality acknowledges that the Price does not include sales or other consumer-based taxes applicable to Participating Customers or other taxes that are not applicable to the Supplier.

4.2 Program Implementation Services. In order to maximize flexibility of program notices and terms, Municipality wishes to provide Program Implementation Services as described in further detail below. In order to support Municipality in providing Program Implementation Services, Supplier must provide the following support to Municipality in offering Program Implementation Services as provided in this Section 4.2:

4.2.1 Opt-Out Process. Supplier, at its sole costs and expense, shall, assist the Municipality, in administering the process by which Eligible Customers are provided with the opportunity to opt-out of the Program prior to its implementation (the "Opt-Out Process"), including, but not limited to, the following:

4.2.1.1 Opt-Out Notices. Supplier, at its own expense, will assist the Municipality in preparing and mailing form Opt-Out Notices to all Eligible Customers as required pursuant to the Requirements of Law. Opt-Out Notices to be sent by the Municipality through the Supplier must include all information required pursuant to the Requirements of Law, including without limitation: (i) the terms and conditions of participation in the Program, (ii) the cost to the Customer of Full-Requirements Electricity Supply under the Program, (iii) the methods by which Customers may opt out of the Program, and (iv) the length of the Opt-Out Period. The Opt-Out Notices must prominently include the toll-free telephone number and secure website, if applicable, described in Section 4.2.1.3. The form and content of the Opt-Out Notices shall be approved by the Municipality prior to mailing by Supplier. In addition to the Opt-Out Notices, the Supplier will provide Participating Customers with terms and conditions for the provision of Services to those Participating Customers, which terms and conditions shall comply with and accurately reflect all of the requirements of this Agreement and the Requirements of Law and shall be substantially similar to the Illustrative form attached in Exhibit A.

- 4.2.1.2 Notices to Special Billing Customers and Utility-to-Utility Customers. The Municipality acknowledges that the Municipality may provide notices to Special Billing Customers concerning the Program, the Price, the rates charged to Special Billing Customers under their existing service, and the opportunity for Special Billing Customers to opt in to the Program as provided in Section 4.3.9 of this Agreement. Without regard to whether it is required under Applicable Law, municipality agrees to send pursuant to Section 4.2.1.1 notices to customers currently on Tariffed Service who will remain on Tariffed Service while participating in the Program. This notice shall inform the customer of the existence of the Program and inform the customer that the customer will stay on Tariffed Service as participants.
- 4.2.1.3 Toll Free Number and Website Content. In addition to receiving completed Opt-Out Notices from Eligible Customers by mail, the Supplier shall, at its own expense, provide, operate, and maintain a toll-free number for the use of Eligible Customers to opt out of the Program. The toll-free number must be operational during normal business hours. In addition, the Supplier will use reasonable commercial efforts to work with the Municipality to develop website content and FAQ's appropriate for posting on the Municipality website. The Opt-Out Notices must prominently include the toll-free number and the Municipality website address and a mc<sup>2</sup> email address for email inquiries. Supplier will be required to support Spanish speaking residents and customers with disabilities.
- 4.2.1.4 Reporting. During the Opt-Out Period, Supplier is responsible to assist the Municipality for the receipt of all Opt-Out Notices. Supplier must assemble, track, and report to the Municipality concerning the delivery and receipt of all Opt-Out Notices to and from Eligible Customers, including without limitation providing the Municipality with complete information concerning all Eligible Customers who choose to opt-out of the Program.
- 4.2.2 Required Disclosures. Supplier shall provide Eligible Customers with all information required to be disclosed to Eligible Customers concerning Full-Requirements Electricity Supply and the Program pursuant to the Requirements of Law, including without limitation all information required to be included in the Opt-Out Notices.
- 4.2.3 Disclosure to Commission. The Municipality agrees to provide such assistance as is necessary for Supplier to provide to the ICC pursuant to 83 Ill. Admin. Code § 470.200(a) required information within three business days of the signing of this Agreement.
- 4.3 Enrollment Services. The Supplier must supply the following Enrollment Services as provided in this Section 4.3:
- 4.3.1 Record of Participating Customers. Following the completion of the Opt-Out Period, the Supplier shall be responsible for compiling a complete list of all Participating Customers (including those on Tariffed Service) and those Eligible Customers who have opted out of the Program, and shall ensure that no Eligible Customers who have opted out are enrolled in the Program.
- 4.3.2 Enrollment. Upon completion of the Opt-Out Process and the identification of all Eligible Customers who have opted out of the Program, the Supplier shall, at its sole cost and expense, take all actions necessary to enroll Participating Customers in the Program pursuant to the Requirements of Law.
- 4.3.3 Term of Enrollment. Participating Customers who do not opt out of the Program shall be enrolled in the Program by the Supplier, and shall remain enrolled in the Program until the

end of the Term, unless the Agreement is terminated pursuant to its terms or the Participating Customer withdraws from the Program pursuant to Section 4.3.6 of this Agreement.

- 4.3.4 Direct Access Service Request. The Supplier shall submit a direct access service request to ComEd for each Participating Customer in compliance with the “standard switching” subsection of Rate RDS - Retail Delivery Service, in order to allow Full-Requirements Electricity Supply to commence following the Municipality’s implementation schedule which is attached as Exhibit B.
- 4.3.5 Payment of Switching Fees. The Supplier shall reimburse Participating Customers for any switching fee imposed by the Electric Utility related to the enrollment of a Participating Customer in the Program within 30 days of receiving notice of such switching fee. The Supplier shall not be responsible to pay any switching fees imposed on Participating Customers who switch service from an alternative retail electric supplier.
- 4.3.6 Withdrawal by a Participating Customer. For Participating Customers who notify the Supplier after the completion of the Opt-Out Period that the Participating Customer desires to withdraw from the Program (“Withdrawing Customer”), the Supplier must, at the direction of the Participating Customer, drop the Participating Customer from the Supplier's Full-Requirements Electricity Supply on the next available meter read, which will result in restoring the Participating Customer to Tariffed Service. The Supplier will not assess an early termination fee but the Participating Customer will be responsible to pay for charges incurred for service prior to the termination.
- 4.3.7 Customer Service Inquiries. After completion of the Opt-Out Period, Supplier must maintain and operate a toll-free telephone number and internet email address for the purpose of receiving questions and comments from Participating Customers concerning the Full-Requirements Electricity Supply. The Supplier may inform Participating Customers that questions about the delivery and billing of the Full-Requirements Electricity Supply should be directed to ComEd. Supplier must promptly and courteously address customer service inquiries in a manner that meets or exceeds the ICC requirements for the operation of call centers.
- 4.3.8 Special Billing Customers. Subject to the Requirements of Law and due to the minimal and/or fixed nature of their existing billing rates, the following Eligible Customers shall not be automatically enrolled in the Program, but may subsequently elect to enroll in the Program as New Customers pursuant to Section 4.3.9 of this Agreement.
- 4.3.8.1 Any Eligible Customer in the residential customer class, as described in Section 4.4.2 of this Agreement, that is taking service under the following ComEd rates:
- Rate BESH – Basic Electric Service Hourly Pricing
  - Rate RDS – Retail Delivery Service; and
- 4.3.8.2 Any Eligible Customer in the commercial customer class, as described in Section 4.4.2 of this Agreement, that is taking service under the following ComEd rates:
- Rate BESH – Basic Electric Service Hourly Pricing
  - Rate RDS – Retail Delivery Service.
- (collectively, the “Special Billing Customers”).
- 4.3.9 New Customers. After the commencement of the Program and the enrollment of Participating Customers, the Supplier shall, at the request of a New Customer, as defined in this Section

4.3.9, immediately enroll the following customers in the Program and provide Full-Requirements Electricity Supply to those customers at the Price:

4.3.9.1 Any Eligible Customer within the Municipality that moves to a new location within the Municipality;

4.3.9.2 Any Eligible Customer that moves into an existing location within the Municipality; and

4.3.9.3 Any Eligible Customer that previously opted out of the Program during the Opt-Out Period; and

4.3.9.4 Any Eligible Customer that was inadvertently omitted from the list of Participating Customers and not enrolled in the Program. (collectively, the “New Customers”).

4.4 Billing Services. The Supplier must supply the following Billing Services as provided in this Section 4.4 for all customers served by the Supplier:

4.4.1 Billing Generally. Supplier shall confirm that billing to Eligible Customers will be provided by ComEd under a consolidated billing format pursuant to “Rider PORCB – Purchase of Receivables and Consolidated Billing,” and pursuant to the Requirements of Law. The Municipality acknowledges and agrees that ComEd will bill Participating Customers for the Price of the Full-Requirements Electricity Supply as part of its billing for the distribution of such supply, and that the Supplier shall not be responsible for billing Participating Customers

4.4.2 Customer Classes. Eligible Customers shall be categorized within either the residential or commercial customer classes according to the applicable rates under which they received electricity supply from ComEd prior to participating in the Program.

4.4.2.1 Residential Customer Class. The residential customer class shall include Participating Customers taking service from ComEd under the following rates:

- Residential Single Family Without Electric Space Heat Delivery Class
- Residential Multi Family Without Electric Space Heat Delivery Class
- Residential Single Family With Electric Space Heat Delivery Class
- Residential Multi Family With Electric Space Heat Delivery Class

4.4.2.2 Commercial Customer Class. The commercial customer class shall include those Participating Customers taking service from ComEd as described below:

- 15,000 annual kWh’s usage or less small commercial customers as defined under the Requirements of Law including the ComEd Rate GAP Tariff

4.5 Compliance Assistance. When either Supplier or the Municipality has a compliance obligation under Requirements of Law, the other Party shall take commercially reasonable steps to assist the Party with the compliance obligation.

## ARTICLE 5 TERM

5.1 Term. This Agreement commences as of the Effective Date and is for a term of **twelve (12)** months of consecutive monthly billing periods starting from the initial meter read date designated by the Municipality in consultation with the Supplier in July 2019, and expires at the end of the last day of the **12**th billing cycle for the Participating Customer(s) with the latest billing cycle (the “Term”). The Municipality and the Supplier may extend the Term for additional periods of time up to 3 years for each extension, by written agreement approved and executed by each Party (each an “Extended

Term”). In the event that the Municipality discontinues its aggregation program, nothing in this Agreement shall be construed to prevent Supplier from following the procedure for customer renewal in the Customer Terms and Conditions (Exhibit A) for any Participating Member.

## ARTICLE 6 REMEDIES AND TERMINATION

- 6.1 Municipality’s General Remedies. In addition to every other right or remedy provided to the Municipality under this Agreement, if the Supplier fails to comply with any of the provisions of this Agreement (for reason other than a Force Majeure Event pursuant to Section 7.1 of this Agreement or a Regulatory Event pursuant to Section 7.2 of this Agreement), then the Municipality may give notice to the Supplier specifying that failure. The Supplier will have 15 calendar days after the date of that notice to take all necessary steps to comply fully with this Agreement, unless (a) this Agreement specifically provides for a shorter cure period, or (b) an imminent threat to the public health, safety, or welfare arises that requires a shorter cure period, in which case the notice must specify the cure period, or (c) compliance cannot reasonably be achieved within 15 calendar days but the Supplier promptly commences a cure and diligently pursues the cure to completion. If the Supplier fails to comply within that 15-day period, or the shorter period if an imminent threat, or if the Supplier fails to promptly commence a cure and diligently pursue the cure to completion, then the Municipality, subject to the limits of applicable federal or State of Illinois law, may take any one or more of the following actions:
- 6.1.1 Seek specific performance of any provision of this Agreement other than provision of Services or seek other equitable relief, and institute a lawsuit against the Supplier for those purposes.
  - 6.1.2 Institute a lawsuit against the Supplier for breach of this Agreement and, except as provided in Section 6.3 of this Agreement, seek remedies and damages as the court may award.
  - 6.1.3 In the case of noncompliance with a material provision of this Agreement, declare this Agreement to be terminated in accordance with the following:
    - 6.1.3.1 The Municipality will give written notice to the Supplier of the Municipality’s intent to terminate this Agreement (“Termination Notice”). The notice will set forth with specificity the nature of the noncompliance. The Supplier will have 10 calendar days after receipt of the notice to object in writing to termination, to state its reasons for that objection, and to propose a remedy for the circumstances. If the Municipality has not received a response from the Supplier, or if the Municipality does not agree with the Supplier’s response or any remedy proposed by the Supplier, then the Municipality will conduct a hearing on the proposed termination. The Municipality will serve notice of that hearing on the Supplier at least 10 business days prior to the hearing, specifying the time and place of the hearing and stating the Municipality’s intent to terminate this Agreement.
    - 6.1.3.2 At the hearing, the Supplier will have the opportunity to state its position on the matter, present evidence, and question witnesses. Thereafter, the Municipality will determine whether or not this Agreement will be terminated. The hearing must be public and held on record.
    - 6.1.3.3 The decision of the Municipality must be in writing and delivered to the Supplier by certified mail.
- 6.2 Actions on Termination or Expiration of this Agreement. Services to Participating Members will be provided subsequent to a termination or expiration of this Agreement as set forth below:

6.2.1 If this Agreement expires due to reaching the end of the Term (including any Extended Terms) and Municipality wishes to continue the Aggregation Program with a different RES, Supplier will cooperate with the Municipality.

6.2.2 If this Agreement expires or terminates before the end of the Term (including any Extended Terms) for any reason other than Supplier's breach pursuant to Section 6.1.3, Participating Members may be renewed by Supplier pursuant to the Terms and Conditions set out in Exhibit A to this Agreement.

6.2.3 If this agreement is terminated before the expiration of the Term (including any Extended Terms) due to breach by Supplier and pursuant to Section 6.1.3 of this Agreement, Supplier will return all Participating Members to ComEd. In such event, Supplier shall not be responsible to any Participating Member for any damages or penalties resulting from the return to Tariffed Service, including claims relating to the Tariffed Service price being higher than the Price herein.

6.3 Limitation of Liability. Except for the Supplier's failure to provide Full-Requirements Electricity Supply to Participating Customers not on Tariffed Service or the disclosure of Customer Information in violation of the Requirements of Law, or as otherwise specifically provided herein, in no event will either Party be liable to the other Party under this Agreement for incidental, indirect, special, or consequential damages connected with or resulting from performance or non-performance of this Agreement, irrespective of whether such claims are based upon breach of warranty, tort (including negligence of any degree), strict liability, contract, operation of law or otherwise.

ARTICLE 7  
FORCE MAJEURE EVENTS;  
REGULATORY EVENTS AND ADDITIONAL CHARGES, TAXES OR LEVIES

7.1 Force Majeure Events. The Supplier shall not be held in default under, or in noncompliance with, the provisions of the Agreement, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the Franchise), where such noncompliance or alleged defaults occurred or were caused by a "Force Majeure Event," defined as a strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature, labor disputes, or other event that is reasonably beyond the Supplier's ability to anticipate or control. Non-compliance or default attributable to a Force Majeure Event shall be corrected within a reasonable amount of time after the Force Majeure Event has ceased.

7.2 Regulatory Event. A "Regulatory Event" shall mean any time that any branch, agency, instrumentality, or court of the federal, regional (interstate), state, regional (inter-municipality), or local government takes an action that: (1) alters the market rules under which Supplier operates, including the magnitude or allocation of costs to Supplier, and (2) is applicable to similarly situated RES. For the purposes of this Agreement, "Regulatory Event" shall not include mere changes in market prices for any component of Full-Requirements Electric Supply Services, but would include changes in market prices due to changes in regulation of such components. For the avoidance of doubt, the following shall constitute a "Regulatory Event":

- a. Illegality. It becomes unlawful for a Party to perform any obligation under this Agreement due to the adoption of, or change in the interpretation of any applicable law by any judicial or government authority with competent jurisdiction.
- b. Adverse Government Action. A regulatory, legislative or judicial body (A) requires a material change to the terms of this Agreement that materially and adversely affects a Party, (B) takes action that adversely and materially impacts a Party's ability to perform or requires a delay in the performance of this Agreement that either Party determines to be unreasonable, or



(C) orders a change or modification that affects the Program such that either Party's obligations hereunder are materially changed, and the change is not deemed a Force Majeure Event.

- c. New Taxes/Legislative or Regulatory Charges/Surcharges. Any new charges/surcharges, tax or increases in such tax, or an application of such tax to a new or different class of parties, which is enacted or levied on the Supplier, not recoverable by Supplier from Participating Customers pursuant to Section 7.3 below, and effective after the Execution Date, except federal and state income taxes, employee taxes or other taxes assessed against the business of the Supplier or the delivery of services under this Agreement.

7.3 Occurrence of Regulatory Event. In the occurrence of a Regulatory Event that results in the imposition of a generally applicable additional charge, tax, or levy upon Supplier, and similarly situated RES, then Supplier will adjust the Price to reflect such additional charge, tax or levy by the following procedure:

- a. The Supplier shall provide written notice to the Municipality within 15 days after the occurrence of such action or inaction, of: (i) the nature of the action or inaction; (ii) the adjustment of the Price for the applicable Term and (iii) the date on which the price adjustment will become effective.
- b. Within 15 days after receipt of the notice described in Section 7.3(a), the Municipality shall have the right to request a meeting with the Supplier to review the action or inaction, and the price adjustment, identified by the Supplier. The Supplier and the Municipality shall meet within five business days after delivery of such request to the Supplier, and shall cooperate in good faith to resolve any dispute regarding the price adjustment. Provided that nothing herein shall prevent the price adjustment from becoming effective on Participating Customers bills on the date noticed pursuant to 7.3(a) above.
- c. The Supplier shall continue to provide the Services during any such negotiations, unless prohibited by law or regulation. This Section 7.3 shall not apply to any fine or penalty assessed against the Supplier as a result of any failure by the Supplier to comply with applicable laws and regulations.

## ARTICLE 8

### INDEMNIFICATION AND INSURANCE

- 8.1 Hold Harmless. The Supplier shall hold harmless the Municipality, its officers, employees, agents, and attorneys, from and against any third party injuries, claims, demands, judgments, damages, losses and expenses, including reasonable attorney's fees and costs of suit or defense, arising from the Supplier's provision of the Services, except to the extent caused by the negligence of the Municipality. This duty shall survive for all claims made or actions filed within one (1) year following either the expiration or earlier termination of this Agreement. For purposes of this Section, the word "timely" shall mean within a time period that does not cause prejudice to the respective positions of the Supplier and/or the Municipality.
- 8.2 Insurance. Contemporaneous with the Supplier's execution of this Agreement, the Supplier shall provide certificates of insurance, all with coverage and limits as set forth in Exhibit D to this Agreement. For good cause shown, the Municipality City Manager, or his or her designee may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as the Municipality City Manager, or his or her designee may impose in the exercise of his sole discretion. Such certificates and policies shall be in a form acceptable to the Municipality. Such insurance policies shall provide that no change, modification in, or cancellation of, any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given by the insurance company to the Municipality.

The Supplier shall, at all times during the term of this Agreement, maintain and keep in force, at the Supplier's expense, the insurance coverage provided above.

## ARTICLE 9 CONFIDENTIAL INFORMATION

- 9.1 Confidential and Proprietary Information. Notwithstanding anything to the contrary set forth herein, the Parties are not required to disclose information which they reasonably deem to be proprietary or confidential in nature. The Parties agree that any information disclosed by a Party and designated as proprietary and confidential shall only be disclosed to those officials, employees, representatives, and agents of the other Party that have a need to know in order to administer and enforce this Agreement. For purposes of this Section, the terms "proprietary or confidential" include, but are not limited to, information relating to a Party's corporate structure and affiliates, marketing plans, financial information unrelated to the calculation of the Price or rates pursuant to the Requirements of Law, or other information that is reasonably determined by a Party to be competitively sensitive. A Party may make proprietary or confidential information available for inspection but not copying or removal by the other Party's representatives. Compliance by the Municipality with the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq. (hereinafter the "Illinois FOIA"), including compliance with an opinion or directive from the Illinois Public Access Counselor or the Illinois Attorney General under the Illinois FOIA, or with a decision or order of a court with jurisdiction over the Municipality, shall not be a violation of this Section.
- 9.2 Ownership of Data and Documents. All data and information, regardless of its format, developed or obtained under this Agreement (hereinafter the "Data"), other than the Supplier's confidential information, will be and remain the sole property of the Municipality. The Supplier must promptly deliver all Data to the Municipality at the Municipality's request. The Supplier is responsible for the care and protection of the Data until that delivery. The Supplier may retain one copy of the Data for the Supplier's records subject to the Supplier's continued compliance with the provisions of this Agreement. However, nothing in this Section shall prevent Supplier from retaining copies of such documentation and data as is needed to fulfill any Requirement of Law regarding record retention.
- 9.3 Limitations on Customer Information. Both Parties acknowledge and agree that the Customer Information is subject to, and must be maintained in compliance with, the limitations on disclosure of the Customer Information established by the Requirements of Law, including without limitation the Aggregation Statute, Section 16-122 of the Public Utilities Act, 220 ILCS 5/16-102, Section 2HH of the Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/2HH, the ICC Order in Case No. 11-0434 issued April 4, 2012, and the provisions of ComEd's Tariff Rate GAP, and Parts 412 and 470 of the ICC's Rules. The Municipality shall warrant to ComEd that customer-specific information provided to the Municipality in accordance with the provisions of ComEd's Tariff Rate GAP shall be treated as confidential. To protect the confidentiality of Customer Information:
- 9.3.1 Supplier access to Customer Information is limited those authorized representatives of Supplier, or any third party, who have a need to know the information for purposes of this Agreement.
- 9.3.2 Supplier warrants that it will not disclose, use, sell, or provide Customer Information to any person, firm or entity for any purpose outside of the aggregation program, unless agreed to by the Municipality.
- 9.3.3 Supplier will comply with record retention and destruction Requirements of Law including but not limited to those in ComEd Rate GAP and Part 470 of the ICC's Rules.
- 9.4 Proprietary Rights, Survival. Each Party acknowledges the proprietary rights of the other Party in and to the Confidential Information. The obligations under this Article Nine shall survive the conclusion or termination of this Agreement for two (2) years.

ARTICLE 10  
MISCELLANEOUS

10.1 Notices. Any notices, requests or demands regarding the services provided under this Agreement and the Attachments shall be deemed to be properly given or made (i) if by hand delivery, on the day and at the time on which delivered to the intended recipient at its address set forth in this Agreement; (ii) if sent by U.S. Postal Service mail certified or registered mail, postage prepaid, return receipt requested, addressed to the intended recipient at its address shown below; or (iii) if by Federal Express or other reputable express mail service, on the next Business Day after delivery to such express service, addressed to the intended recipient at its address set forth in this Agreement. The address of a Party to which notices or other communications shall be mailed may be changed from time to time by giving written notice to the other Party.

To Municipality:  
City of Wood Dale  
404 N. Wood Dale Road  
Wood Dale, IL 60191  
Attention: City Manager

To Supplier:  
Charles C. Sutton  
President  
MC Squared Energy Services, LLC  
175 W. Jackson Blvd., Suite 240  
Chicago, IL 60604  
Fax: (877) 281-1279

With a copy to:  
City of Wood Dale  
404 N. Wood Dale Road  
Wood Dale, IL 60191  
Attention: City Attorney

With a copy to:  
Jeremiah McGair  
Senior Counsel  
Wolverine  
175 W. Jackson Blvd. Suite 200  
Chicago, IL 60604  
Fax: (312) 884-3944

10.2 Mutual Representations and Warranties. Each Party represents and warrants to the other Party, as of the date of this Agreement, that:

- a. It is duly organized and validly existing under the laws of the jurisdiction of its organization or incorporation, and if relevant under such laws, in good standing;
- b. It has the corporate, governmental and/or other legal capacity, authority and power to execute, deliver and enter into this Agreement and any other related documents, and perform its obligations under this Agreement, and has taken all necessary actions and made all necessary determinations and findings to authorize such execution, delivery and performance;
- c. The execution, delivery and performance of this Agreement does not violate or conflict with any law applicable to it, any provision of its constitutional documents, any order or judgment of any court or other agency of government applicable to it or any of its assets or any contractual restriction binding on or affecting it or any of its assets; and
- d. It has reviewed and understands this Agreement; and
- e. It, to the extent applicable, shall comply with all the Requirements of Law.

10.3 Entire Agreement. This Agreement and the response to qualifications referenced in 10.3, including all Attachments hereto, contain all of the terms and conditions of this Agreement reached by the Parties, and supersede all prior oral or written agreements with respect to this Agreement. This Agreement may not be modified, amended, altered or supplemented, except by written agreement signed by both Parties hereto. No waiver of any term, provision, or conditions of this Agreement,

whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or shall constitute a waiver of any other provision hereof, whether or not similar, nor shall such waiver constitute a continuing waiver, and no waiver shall be binding unless executed in writing by the Party making the waiver.

- 10.4 Exhibits. Exhibits A through D attached to this Agreement are, by this reference, incorporated into and made part of this Agreement.
- 10.5 Waivers. The failure of either Party to insist upon strict performance of such requirements or provisions or to exercise any right under this Agreement shall not be construed as a waiver or relinquishment of such requirements, provisions or rights.
- 10.6 Applicable Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois without regard for the conflicts of law provisions thereof.
- 10.7 Controlling Provisions. In the event of any inconsistency between the terms herein and the terms of the Exhibits hereto, the provisions of the Exhibits shall control. For avoidance of doubt, the obligations of the Supplier and Participating Customers including without limitation, renewal terms with the Participating Customers, as set forth in the attached Exhibit A, Terms and Conditions shall govern the relationship between mc<sup>2</sup> and Participating Customers upon termination of this Agreement.
- 10.8 Venue. Except as to any matter within the jurisdiction of the ICC, all judicial actions relating to any interpretation, enforcement, dispute resolution or any other aspect of this Agreement shall be brought in the Circuit Court of the State of Illinois, Cook County, Illinois. Any matter brought pursuant to the jurisdiction of the federal court shall be brought in the United States District Court of the Northern District of Illinois.
- 10.9 No Third-Party Beneficiaries. Nothing in this Agreement is intended to confer third-party beneficiary status on any person, individual, corporation or member of the public to enforce the terms of this Agreement.
- 10.10 No Waiver of Rights. Nothing in this Agreement shall be construed as a waiver of any rights, substantive or procedural, that the Municipality may have under Federal or state law unless such waiver is expressly stated herein.
- 10.11 Validity of Agreement. The Parties acknowledge and agree in good faith on the validity of the provisions, terms and conditions of this Agreement, in their entirety, and that the Parties have the power and authority to enter into the provisions, terms, and conditions of this Agreement.
- 10.12 Authority to Sign Agreement. Each Party warrants to the other Party that it is authorized to execute, deliver and perform this Agreement. The individual signing this Agreement on behalf of each Party warrants to the other Party that he/she is authorized to execute this Agreement in the name of the Party for which he/she is signing.
- 10.13 Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, the Municipality and the Supplier and their respective successors, grantees, lessees, and assigns throughout the Term of this Agreement.
- 10.14 Non-Assignability. This Agreement shall not be transferred or assigned by the Supplier without the express written authorization of the Municipality, which consent shall not be unreasonably withheld, provided, however, that upon advance written notice to the Municipality, Supplier may assign this Agreement to an affiliate without the express authorization of the Municipality.

10.15 Counterparts. This Agreement may be executed in one or more counterparts (delivery of which may occur by facsimile or electronic email), each of which shall be deemed an original, but all of which shall together constitute one instrument.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement to be effective on the date first written above.

**Supplier: MC Squared Energy Services, LLC**

**Municipality: City of Wood Dale**

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Printed/Typed Name: Charles C. Sutton

Printed/Typed Name:

Title: President

Title: City Manager

Date: 5/17/2019

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

Attest:

Attest:

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

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

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

**EXHIBIT A – GENERAL STANDARD T&C’S AND UDS**

**CITY OF WOOD DALE  
CUSTOMER ELECTRIC SUPPLY AGREEMENT  
TERMS AND CONDITIONS OF SERVICE**

The following Terms and Conditions of Service (Agreement) apply to the provision of electric supply to Customer (or “you”) by MC Squared Energy Services, LLC d/b/a mc<sup>2</sup> – Where Energy Comes From (mc<sup>2</sup>).

<b>Supply Agreement Disclosures</b>	
<b>Legal name</b>	MC Squared Energy Services, LLC (mc <sup>2</sup> )
<b>Business address</b>	175 West Jackson Blvd, Suite 240 Chicago, IL 60604
<b>Service charges for term</b>	Variable rate including ComEd Purchased Electricity Charges, Transmission Charges and ComEd Purchased Electricity Adjustment for <b>Twelve (12)</b> months
<b>Fixed monthly charge (if any)</b>	\$0.00
<b>Fixed monthly charge terms (if any)</b>	N/A
<b>Contract and renewal terms</b>	Contract Term – <b>Twelve (12)</b> months Renewal Terms - Unless this Agreement and/or the PSA is terminated prior to the end of the term of this Agreement and in the event the PSA is not renewed or extended by the City of Wood Dale, you will be restored to ComEd bundled service at the end of the term of this Agreement. If the PSA is renewed or extended by the City of Wood Dale, you will receive a notice with the proposed specific rate, terms and conditions and the opportunity to opt-out of the City 's Aggregation Program.
<b>Termination fee (if any)</b>	\$0.00
<b>Deposit/prepayment (if any)</b>	\$0.00
<b>Switching fees (if any)</b>	\$0.00
<b>Guarantee(s) of Customer Savings (If any)</b>	N/A
<b>Rescission</b>	You may rescind this contract by notifying mc <sup>2</sup> or the utility within ten (10) calendar days after the utility processes your enrolment. To rescind this agreement, contact mc <sup>2</sup> at <a href="mailto:wooddale@mc2energyservices.com">wooddale@mc2energyservices.com</a> or call 1-855-419-5460; or contact ComEd at 1-800334-7661.
<b>Supplier disclosure</b>	mc <sup>2</sup> is an independent seller of electric power and energy service certified by the Illinois Commerce Commission. mc <sup>2</sup> is not representing, endorsed by, or acting on behalf of a utility or a utility program, a consumer group or consumer group program. This Municipal Aggregation Program is endorsed by the City of Wood Dale.
<b>Utility Responsibility</b>	The electric utility remains responsible for the delivery of electric power and energy to a customer's premises and will continue to respond to any service calls and emergencies. You will receive written notification from the electric utility confirming a switch of your electricity supplier.

<b>Contact Information</b> <b>(Toll free phone numbers)</b>	MC Squared Energy Utility ComEd ICC Consumer Services Division	1-855-419-5460 1-800-334-7661 1-800-524-0795
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**Scope of mc<sup>2</sup> Service**

You appoint mc<sup>2</sup> as your exclusive Alternative Retail Energy Supplier (ARES). mc<sup>2</sup> agrees to sell and you agree to buy all of your electric power and energy service subject to the terms in this Agreement. You authorize mc<sup>2</sup> to obtain all data necessary so that mc<sup>2</sup> can enroll your account(s) and you authorize us to take such actions as necessary and reasonable to perform this Agreement, including accessing and using account information and meter usage data (including interval usage data) from the Utility (ComEd), enrolling account(s), procuring supply, scheduling and causing electricity to be delivered to each account.

**Price**

For delivery of power to ComEd's distribution facilities on behalf of your Utility account(s), you agree to pay the variable price per kWh, calculated pursuant to that certain Power Supply Agreement ("PSA") between the City of Wood Dale and mc<sup>2</sup> dated May 17, 2019. The PSA price through your July 2020 ComEd meter read date under this Agreement is equal to the monthly ComEd Purchased Electricity Charges, Transmission Charges and ComEd Purchased Electricity Adjustment per kWh. In addition to mc<sup>2</sup> electricity supply charges, ComEd distribution charges and related taxes will be itemized separately by ComEd in your bill and are not included in the price under this Agreement. You are responsible to pay ComEd for these charges.

**Term**

mc<sup>2</sup> will commence service on the next available meter read date and continue through the number of monthly billing cycles set forth in the above Supply Agreement Disclosure of this Agreement. The start date for the Initial Term will be subject to receiving an accepted Delivery Access Service Request (DASR) from the Utility for Customer's Utility account. The Initial Term and any Renewal Term are collectively referred to herein as the "Term".

**Billing and Payment**

The cost of your power and energy from mc<sup>2</sup> will be included on your Utility bill for each billing cycle and will be based on Utility meter reads or estimates from the Utility. You agree that the Utility may provide us with your payment information and that you accept the Utility's measurements for the purpose of determining the amount you owe mc<sup>2</sup> for power and energy under this Agreement. You must remit payment to the Utility under their terms and at the address provided by the Utility.

**Renewal**

Unless this Agreement and/or the PSA is terminated prior to the end of the term of this Agreement and in the event the PSA is not renewed or extended by the City of Wood Dale, you will be restored to ComEd bundled service at the end of the term of this Agreement. If the PSA is renewed or extended by the City, you will receive a notice with the proposed specific rate, terms and conditions and the opportunity to opt-out of the City 's Aggregation Program.

CANCELLATIONS MAY BE SENT ELECTRONICALLY TO: [wooddale@mc2energyservices.com](mailto:wooddale@mc2energyservices.com)

OR MAY BE MAILED TO:

MC Squared Energy Services, LLC - mc<sup>2</sup>

175 West Jackson Blvd., Suite 240

Chicago, IL 60604

Fax: (877) 281-1279

OR CAN BE CALLED IN TO: 1-855-419-5460

**Termination**

In addition to any other remedies mc<sup>2</sup> may have, this Agreement may be terminated by mc<sup>2</sup> upon 30-day notice to customer if we return your service to ComEd per the PSA, you move outside the City of Wood Dale area, you cease to be a ComEd customer or become ineligible for ComEd's Consolidated Billing. You may terminate this Agreement within 10 days after you receive your first bill under this Agreement from ComEd by notifying us at 1-855-419-5460. There is NO Termination Fee if you terminate the MC Squared Agreement prior to the end of the applicable term. If you terminate your agreement early, you will be obligated to pay for services rendered under the contract until service is terminated.

**Adverse Material Change**

This Agreement may be revised at any time by mc<sup>2</sup> in the event of the occurrence of an event beyond mc<sup>2</sup> reasonable control that materially alters the obligations of mc<sup>2</sup> in performance of this Agreement. In such circumstances, mc<sup>2</sup> will notify you and offer you a revised price and terms. If you do not accept the revised price and terms within 30 days, mc<sup>2</sup> may terminate this Agreement.

**Community Solar**

Definitions: The following definitions from external sources are incorporated by reference.

- "Community Solar," or "CS," is a type of net metering that is available to customers pursuant to Section 16-107.5(l) of the Public Utilities Act [220 ILCS 5] and ComEd Rider POGCS [ILL C.C. No. 10, Sheet 344].
- "Subscriber" and "Subscription" are defined in Section 1-10 of the Illinois Power Agency Act [20 ILCS 3855]; "Subscriber" shall also incorporate the definition of "CS Subscriber" from ComEd Rider POGCS.
- "CS Beneficiary" is defined in ComEd Rider POGCS.

- "Energy Supply Rate" is defined below, and is intended to reflect an estimate of mc<sup>2</sup> costs to serve the Customer net of capacity, transmission, and other costs.

**Community Solar Arranged By Customer Independent Of Supplier.** To the extent that Customer is granted Subscriber or Beneficiary status by their utility with a CS project that Supplier did not arrange, the credit from Supplier to Customer pursuant to Section 16-107.5(l)(2) of the Public Utilities Act (e.g., the Energy Supply Rate) shall be no higher than \$0.02/kWh, unless otherwise specified in the Confirmation attached hereto. Customer need not take further action with mc<sup>2</sup> to effectuate such a subscription or other interest.

Customer acknowledges that mc<sup>2</sup> will provide credits to the customer based on information provided by the utility to the Regional Transmission Organization/RTO and/or mc<sup>2</sup>. Customer agrees to indemnify and hold harmless mc<sup>2</sup> for any errors made by the utility or Regional Transmission Organization/RTO in providing or communicating relevant credits and information to mc<sup>2</sup>.

#### **Notices**

Except as otherwise set forth in this Agreement or required by applicable law, notices to be provided under this Agreement shall be by U.S. Mail to the mailing address provided or electronic to the email address if provided.

#### **Limitations of Liabilities**

LIABILITIES NOT EXCUSED BY REASON OF FORCE MAJEURE OR OTHERWISE SHALL BE LIMITED TO DIRECT AND ACTUAL DAMAGES AS THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES OR DAMAGES EXPRESSLY WAIVED. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL, OR INDIRECT DAMAGES. MC2S LIMITATIONS APPLY WITHOUT REGARD TO THE CAUSE OF ANY LIABILITY OR DAMAGE.

#### **Miscellaneous Provisions Waiver**

A waiver by either Party of any breach of the Agreement, or failure of either Party to enforce any of the terms and provisions of the Agreement, will not in any way affect, limit or waive that Party's right to subsequently enforce and compel strict compliance with the same or other terms or provisions of the Agreement.

#### **Assignment**

Neither Party may assign the Agreement, in whole nor in part, without the other Party's prior written consent, but neither party may unreasonably withhold consent. However, mc<sup>2</sup> may assign the Agreement to another ARES without Customer's prior consent but that ARES shall agree in writing to be bound by this Agreement.

#### **Force Majeure**

If either Party is unable to perform its obligations, in whole or in part, due to an event of Force Majeure as defined herein, then the obligations of the affected Party (other than the obligations to pay any amounts due prior to the Force Majeure event) shall be suspended to the extent made necessary by such event. The term Force Majeure shall mean any act or event that is beyond the claiming Party's control (and which is not reasonably anticipated and prevented through the use of reasonable measures) including, without limitation, the failure of the Utility to receive, transport or deliver or otherwise perform, unless due to the failure of the Party claiming Force Majeure to perform such Party's obligations hereunder, and an event of Force Majeure of mc<sup>2</sup> suppliers. The Party suffering the event of Force Majeure shall give written notice of such event of Force Majeure in reasonably full particulars to the other Party, as soon as reasonably possible. Each Party shall make reasonable efforts to remedy Force Majeure as soon as possible. Force Majeure shall not include (i) the opportunity for mc<sup>2</sup> to sell the electricity to be sold under this Agreement to another party at a higher price than that set forth in the Agreement, (ii) the opportunity for Customer to purchase the electricity (or its Accounts from another party) at a lower price than that set forth in the Agreement, or (iii) the inability of either Party to pay its bills under the Agreement or any other of its bills.

#### **Entire Agreement Amendments**

This Agreement constitutes the entire understanding between the Parties, and supersedes and replaces any and all previous understandings, oral or written, in any matter relating to this Agreement. This Agreement may be amended only upon mutual agreement of the Parties and will only be effective if the amendment is in writing and executed by the Parties.

#### **Emergency, Outage and Wire Service**

In the event of an emergency, outage or service need, Customer must call the Utility at the emergency number indicated on the Utility invoice: 1-800-EDISON1 (1-800-334-7661).

#### **Customer Care**

Customer may contact mc<sup>2</sup> for Customer Care if Customer has specific comments or questions by calling mc<sup>2</sup>'s toll-free telephone number at 1-855-419-5460 between the hours of 8AM and 5PM Central Prevailing Time (CPT), faxing mc<sup>2</sup> at (877) 281-1279, emailing mc<sup>2</sup> at [wooddale@mc2energyservices.com](mailto:wooddale@mc2energyservices.com) or mailing to the business address. The Illinois Commerce Commission can also be reached at 1-800-524-0795, TTY at (800) 858-9277 and their website address is <http://www.icc.illinois.gov/>.

#### **Dispute Resolution**

In the event of a dispute between you and mc<sup>2</sup>, you and mc<sup>2</sup> both agree to (1) raise any claim that could be brought at the Illinois Commerce Commission ("Commission") at the Commission, and (2) in the event of a dispute at the Commission, agree to voluntary binding arbitration pursuant to the Commission's Rules.



## UNIFORM DISCLOSURE STATEMENT

Name: MC Squared Energy Services, LLC (mc<sup>2</sup>)  
 Address: 175 West Jackson Blvd, Suite 240 Chicago, IL 60604  
 Phone: (877) 622-7697

Rates and Product Information	
Price (in cents/kWh) and number of months this price stays in effect:	Variable - ComEd Purchased Electricity Charges, Transmission Charges and ComEd Purchased Electricity Adjustment. 12 months
Other monthly charges:	None
Total Price (in cents/kWh) with other monthly charges:	N/A
Length of contract:	12 months
Price after the initial price:	N/A
Early Termination Fees and Contract Renewal	
Early Termination Fee:	\$0.00
Contract Renewal:	No Automatic Renewal
Right to Rescind and Cancel	
Rescission:	You have a right to rescind (stop) your enrollment within 10 days after your utility has received your order to switch suppliers. You may call us at (855) 419-5460 or your utility at (800) 334-7661 to accomplish this.
Cancellation:	You also have the right to terminate the contract without any termination fee or penalty if you contact us at (855) 419-5460 within 10 business days after the date of your first bill with charges from MC Squared Energy Services (mc <sup>2</sup> ).

This is a sales solicitation and the seller is MC Squared Energy Services (mc<sup>2</sup>), an independent retail electricity supplier. If you enter in a contract with the seller, you will be changing your retail electric supplier. The seller is not endorsed by, representing, or acting on behalf of, a utility or utility program, a governmental body or a governmental program, or a consumer group or a consumer group program.

If you have any concerns or questions about this sales solicitation, you may contact the Illinois Commerce Commission's Consumer Services Division at (800) 524-0795. For information about the electric supply price of your electric utility and offers from other retail electric suppliers, please visit [PlugInIllinois.org](http://PlugInIllinois.org).

EXHIBIT B

**TIMELINE SCHEDULE**

<b>Date</b>	<b>Activity Opt Out Schedule</b>
5/17/19	Assumed date Village signs contract
5/21/19	Village sends MC <sup>2</sup> all information necessary to create individual letterheads and outer envelopes
5/21/19	MC <sup>2</sup> receives updated Address lists and Account numbers from Village
5/22/19	MC <sup>2</sup> orders letterheads and outer envelopes from mailing house
5/28/19	MC <sup>2</sup> send draft mailing packets to Village for approval
6/3/19	Village approves the final mailing proofs; mc <sup>2</sup> sends to mailing house for print
<b>6/10/19</b>	<b>21 days Opt Out Notice Mailing</b>
<b>7/1/19</b>	<b>Opt Out Due Date</b>
7/3/19	MC <sup>2</sup> processes account numbers for enrollment or Drop
7/5/19	DASR OR DROP dates (Enrollments for meter cycles 19)
<b>7/26/19</b>	<b>First meter cycle start for the new price (July meter cycle 19)</b>

## EXHIBIT C

### PRICE

Eligible Customers as defined in Section 2.11 includes all residential and small commercial Aggregation customers within the Municipality excluding customers served by other alternative retail electric suppliers (ARES) including pending “with RES” status, and customers served under ComEd’s Hourly Tariffed supply service (Rate RRTP).

Eligible Customers in the initial and subsequent opt-out cycles will be placed on Supplier service or Tariffed Service as defined in Section 2.37 of the Agreement (i.e. ComEd default tariff supply service) based on Supplier’s criteria including the customer’s usage patterns and wholesale market conditions. Eligible Customers will be assessed the same Customer Class Price, and will continue to receive monthly invoice statements from ComEd without regard to whether they are served by Supplier or on Tariffed Service.

Eligible Customer Class Price: Variable rate equal to the ComEd published tariff supply service costs including the Purchased Electricity Charges (PEC), Transmission Service Charges (TSC) and the Purchased Electricity Adjustment (PEA) for each applicable month for the Term of the Agreement.

#### Termination Fee for Withdrawing Customers:

No Early Termination Fees - \$0 (zero) per utility account

#### Delivery Term:

Twelve (12) Months – Period of July 2019 to July 2020

#### Special Services:

(1.) **EcoGreen Aggregation Program** - Supplier will acquire and retire on behalf of the City of Wood Dale Wind generated Renewable Energy Certificates (RECs) from a location to be determined by Supplier within the Midwest Renewable Energy Tracking System (MRETS). The RECs to be retired will be equal to an amount based on the historical twelve months of electricity usage for the Eligible Customers excluding accounts on ComEd hourly tariff supply service and accounts with another alternative electric supplier, represented on the provided ComEd “Usage Data” file. Supplier will assist the City of Wood Dale with all of the documentation required to become an EPA Green Power Partnership Community.

(2.) **Energy Education** - Supplier, can provide a Video on “Ways to Save & Reduce Your Energy Costs” for the City’s use on their website at no cost to City.

**Supplier: MC Squared Energy Services, LLC**

**Municipality: City of Wood Dale**

Signed:

Signed:

\_\_\_\_\_  
Printed/Typed Name:

\_\_\_\_\_  
Printed/Typed Name:

Charles C. Sutton

\_\_\_\_\_

Title:  
President

Title:  
City Manager

Date: 5/21/2019

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

Attest:

Attest:

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Printed/Typed Name:

\_\_\_\_\_  
Printed/Typed Name:

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Title:

## EXHIBIT D

### INSURANCE COVERAGES

A. Worker's Compensation and Employer's Liability with limits not less than:

- (1) Worker's Compensation: Statutory;
- (2) Employer's Liability:
  - \$500,000 injury-per occurrence
  - \$500,000 disease-per employee
  - \$500,000 disease-policy limit

Such insurance shall evidence that coverage applies in the State of Illinois.

B. Comprehensive General Liability

- a. with coverage written on an "occurrence" basis with limits no less than:  
\$1,000,000 Bodily Injury and Property Damage Combined Single Limit Coverage  
is to be written on an "occurrence" basis.

Coverage shall include:

- Broad Form Property Damage Endorsement
- Blanket Contractual Liability (must expressly cover the indemnity provisions of the Agreement)
- \$200,000 Deductible

- b. coverage written on a "claims made" basis with limits no less than:  
\$1,000,000 Bodily Injury and Property Damage Combined Single Limit Coverage  
is to be written on a "claims made" bases.

Coverage shall include:

- Broad Form Property Damage Endorsement
- Blanket Contractual Liability (must expressly cover the indemnity provisions of the Agreement)
- \$200,000 Deductible

- c. with coverage for motor vehicle liability with a combined single limit of liability for  
bodily injury and property damage of not less than \$1,000,000 for vehicles owned,  
non-owned, or rented.

C. Umbrella Policy. The required coverage may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.



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## **REQUEST FOR COUNCIL ACTION**

Referred to Council: (N/A)  
Subject: Property Acquisition/Sale  
Staff Contact: Jeff Mermuys - City Manager  
Department: City Manager's Office

**TITLE:** A Resolution Authorizing the City of Wood Dale, DuPage County, Illinois, to Sell Municipally Owned Real Estate Commonly Known as 145 Elmwood

### **RECOMMENDATION:**

Pass Resolution

### **BACKGROUND:**

This has been a longstanding item that had previously been authorized to acquire this property for condemnation. The acquisition is at no cost due to certain type of legal acquisition that has been ongoing for about one year now. This is to acquire then sell to developer to build a single family home.

### **ANALYSIS:**

N/A

### **DOCUMENTS ATTACHED**

- ✓ Resolution
- ✓ Memo from Attorney

**RESOLUTION NO. R-19-26**

**A RESOLUTION AUTHORIZING THE CITY OF WOOD DALE, DUPAGE COUNTY, ILLINOIS, TO SELL MUNICIPALLY OWNED REAL ESTATE COMMONLY KNOWN AS 145 ELMWOOD**

**WHEREAS**, the City of Wood Dale (hereinafter the “City”) is a body politic and corporate, organized and existing pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1, *et seq.*; and

**WHEREAS**, the City Council of the City (hereinafter referred to as the “City Council”) is the corporate authority for the City and is authorized by law to exercise all powers and to control the affairs of the City; and

**WHEREAS**, the City Council possesses full power and authority to approve and pass all necessary ordinances, resolutions, rules and regulations necessary for carrying into effect the objects for which the City was formed, in accordance with the Illinois Municipal Code; and

**WHEREAS**, the City is the owner of certain real property located in the City of Wood Dale, Illinois (hereinafter referred to as the “Real Property”) and legally described in Exhibit “A”, attached hereto and incorporated herein by reference; and

**WHEREAS**, said Real Property is an abandoned and unsafe single family residence and is commonly identified as 145 Elmwood Avenue, which measures 50 x 150 feet in size and is Zoned R-1 in the City’s Single Family Residence District; and

**WHEREAS**, the City Council of the City has determined that it is no longer necessary, appropriate, or in the best interest in the City that it retain title to the Real Property; and

**WHEREAS**, pursuant to the Illinois Municipal Code, 65 ILCS 5/11-76-4.1, the corporate authorities have the power to authorize the sale of surplus public real estate, and to direct the sale of such Real Property to be conducted by the City Manager, assisted by such Staff as he deems necessary ; and

**WHEREAS**, the City Council has determined that it is in the best interest of the City to dispose of said surplus real property in order to have the unsafe structure on the property demolished and an improved single family home constructed thereon; and

**WHEREAS**, the City is in receipt of a written Certified Appraisal for the Real Property; and

**WHEREAS**, said Appraisal serves as the indication of the value of the Real Property; and

**WHEREAS**, the City Council has determined that the following terms of sale for the Real Property are appropriate:

- a. the minimum Sale Price for the Real Property will be \$\_\_\_\_\_;
- and
- b. that price which is deemed by the City Manager to be the highest fair cash value the City can expect to receive upon evaluation of current market conditions; and
- c. the use of the Real Property will be restricted to residential use, as defined in the Single Family Residential District in the Code of Ordinances of the City; and
- d. the Purchaser shall be responsible for demolishing the unsafe structure within thirty (30) days of the Closing on the Real Property, after securing the requisite Permits and other authorization for said demolition; and
- e. the Purchaser shall be responsible for the cost of the Appraisal for the parcel of Real Property and all closing costs associated with the sale of the Parcel; and
- f. the Purchaser shall improve, or cause it to be improved, the Real Property with a Single Family Home in accordance with the Code of Ordinances of the City, commencing construction on the Project within forty-five (45) days following the demolition of the structure.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WOOD DALE, DUPAGE COUNTY, ILLINOIS, AS FOLLOWS:**

**SECTION 1.** The recitals set above are incorporated herein and made a part hereof.

**SECTION 2.** That the Real Property designated herein is hereby declared “surplus”.

**SECTION 3.** That the City Manager, assisted by such Staff as may in his opinion be necessary, be authorized and directed to sell the Real Property on terms are set forth herein, which are found acceptable by the corporate authorities.

**SECTION 4.** That upon receipt of an Offer to Purchase the Real Property on terms acceptable to the corporate authorities of the City, the City Manager shall forward said offer to the City Council for its approval.

**SECTION 5.** That this Resolution shall be published in a newspaper published in the City or County of DuPage immediately following its passage, as required by law.

**SECTION 6.** That all ordinances and resolutions, or parts thereof in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed.



**SECTION 7.** That this Resolution shall be in full force and effect from and after its adoption, approval and publication in pamphlet form as provided by law.

PASSED this 16th day of May, 2019.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

APPROVED this 16th day of May, 2019.

SIGNED: \_\_\_\_\_

Annunziato Pulice, Mayor

ATTEST: \_\_\_\_\_

Shirley J. Siebert, City Clerk

**EXHIBIT "A"**  
**Legal Description**  
**145 Elmwood Avenue**  
**Wood Dale, IL 60191**  
**PIN 03-15-125-001**

**LOT 70 IN JOHN W. THOMPSON AND COMPANY'S ADDITION TO WOOD DALE, BEING A SUBDIVISION OF LOTS 1, 3, AND 4 IN THE PLAT OF PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF BY M.L. DUNLOP RECORDED JUNE 5, 1849; ALSO SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SAID NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF WOOD DALE RECORDED AUGUST 5, 1927 AS DOCUMENT 240765, IN DUPAGE COUNTY, ILLINOIS**



# BOND, DICKSON & CONWAY

400 S. Knoll Street, Unit C, Wheaton, Illinois 60187 P 630.681.1000 F 630.681.1020

April 22, 2019

**VIA EMAIL TRANSMISSION**

Mr. Jeffrey Mermuys  
City Manager  
City of Wood Dale  
404 N. Wood Dale Road  
Wood Dale, IL 60191

Re: *City of Wood Dale v. Heirs at Law and/or  
Legatees of Thomas Heffron, Deceased et al.*  
145 Elmwood Avenue  
Case No.: 2018 CH 1253  
Our File No.: 02-676

Dear City Manager Mermuys:

Kindly consider this correspondence a status update on the 145 Elmwood Avenue Property. The local Builder, who reached out to the City about this Property remains interested in purchasing the house and demolishing it. By having the Builder demolish the house, the City saves the cost of demolition.

The City cannot transfer the Property until we are the Property Owner of Record. A Default Judgment was already entered against all Lien Holders. That Judgment becomes a Final Judgment, by law, after thirty (30) days. The thirty (30) day period expires on May 13, 2019. The matter is being motioned up for May 13, 2019, for the Court to grant the City a Judicial Deed for the Property to the City. In anticipation of the City securing Title to the Property, I have ordered the Appraisal and Survey of the Property, which is required by law. Once we receive the Deed, the Title I ordered on the Property will be ready immediately, which also a legal requirement to the City disposing of the Property.

The City Council, pursuant to the Illinois Municipal Code, will have to authorize the sale of the Property as surplus public real estate. I am providing you with a draft Resolution to that effect for inclusion on the May 16, 2019, City Council Meeting Agenda.

Jeffrey Mermuys

April 22, 2019

Page 2

Should you have any questions regarding this matter, please feel free to contact me.

Very truly yours,

BOND, DICKSON & CONWAY

*Patrick K. Bond*

Patrick K. Bond



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## **REQUEST FOR COUNCIL ACTION**

Referred to Council: May 16, 2019  
Subject: List of Bills  
Staff Contact: Brad Wilson, Finance Director  
Department: Finance

**TITLE:** List of Bills – 05/16/19

### **RECOMMENDATION:**

The Finance Department recommends that the City Council approve bills for the 05/16/19 City Council meeting in the amount of \$1,564,894.24.

### **BACKGROUND:**

<u>Fund</u>	<u>Amount</u>
General Fund	\$ 245,915.45
Road & Bridge Fund	\$ 331.87
Motor Fuel Tax Fund	\$ 7,888.59
Tourism Fund	\$ 68,400.96
Narcotics Fund	\$ 65.00
TIF District #1	\$ -
Capital Projects Fund	\$ 346,774.96
Land Acquisition Fund	\$ 24,584.00
CERF	\$ -
Commuter Parking Lot Fund	\$ 1,756.80
Sanitation Fund	\$ -
Water & Sewer Capital Projects	\$ -
Water & Sewer Fund	\$ 869,176.61
Special Service Area Fund	\$ -
Grants Fund	\$ -
Total of all Funds	\$ 1,564,894.24

Total Number of Checks: 102

Purchases are made in accordance with the City's purchasing policies and procedures manual.

*Items of interest:*

Bristol North (\$250,000.00) – TIF incentive, payment 2

DuPage County Treasurer (\$24,584.00) – Property Taxes, pro-rated from time it was privately own last year. We received a tax credit at closing to account for this payment.

IEPA (\$659,541.59) – Debt service payment on the IEPA Loan, phase 2 of the treatment plant rehabilitation project

Utility Dynamics (\$68,815.35) – Division St lighting project, payment 2

*Vehicle Purchases:*

There were no vehicle purchases on this list of bills

Committee date:

Council date:

**DOCUMENTS ATTACHED**

✓ List of Bills

# Accounts Payable

## Computer Check Proof List

User: mpartipilo  
 Printed: 05/10/2019 - 9:47 AM



## CITY OF WOOD DALE

404 NORTH WOOD DALE ROAD  
 WOOD DALE, IL 60191-1596

TELEPHONE (630) 766-4900

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor:306600 17813009	4 Imprint iCam Privacy Blocker Check Total:	445.80 445.80	05/16/2019	Check Sequence: 1 001-466-44036	ACH Enabled: No
Vendor:UB*02112	Luai Abuhilal Refund check Refund check Refund check Check Total:	30.37 31.58 28.82 90.77	05/16/2019 05/16/2019 05/16/2019	Check Sequence: 2 062-000-21010 066-000-21010 066-000-21010	ACH Enabled: No
Vendor:UB*02110	Zara Ahmed Refund check Refund check Refund check Check Total:	19.97 28.67 66.35 114.99	05/16/2019 05/16/2019 05/16/2019	Check Sequence: 3 066-000-21010 066-000-21010 062-000-21010	ACH Enabled: No
Vendor:115100 W1219156 W1219156 W1219156	Al Warren Oil Co Inc 1000.1 Gals of Diesel 808.7 Gals of E-85 880.7 Gals of unleaded gas Check Total:	2,437.04 1,994.26 2,207.04 6,638.34	05/16/2019 05/16/2019 05/16/2019	Check Sequence: 4 001-000-13001 001-000-13001 001-000-13001	ACH Enabled: No
Vendor:UB*02106	Mohammed Ali Refund check Refund check Refund check Check Total:	12.15 5.59 9.71 27.45	05/16/2019 05/16/2019 05/16/2019	Check Sequence: 5 066-000-21010 062-000-21010 066-000-21010	ACH Enabled: No
Vendor:118325 32111	Allen D Carradus 145 Elmwood Ave, Plat of Survey	465.00	05/16/2019	Check Sequence: 6 001-444-42062	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	465.00			
Vendor:120850 19-0129	Allscape Inc. 2019 Contracted Landscape Maint. Check Total:	1,050.00 1,050.00	05/16/2019	Check Sequence: 7 001-488-42106	ACH Enabled: No
Vendor:142100 050719 050719	APWA - Suburban Branch Backhoe/Front-end Loader Competition Snowplow Competition Check Total:	120.00 90.00 210.00	05/16/2019 05/16/2019	Check Sequence: 8 001-488-42089 001-488-42089	ACH Enabled: No
Vendor:143600 2082022868	Aramark City Mat Service, 04/19 Check Total:	809.70 809.70	05/16/2019	Check Sequence: 9 001-499-42011	ACH Enabled: No
Vendor:144950 050819	Arena Americas Event Services Tent/Table/Chair Rental-50% balance Check Total:	7,693.96 7,693.96	05/16/2019	Check Sequence: 10 009-000-49036	ACH Enabled: No
Vendor:UB*02100	Joleen Ayers Refund check Refund check Refund check Check Total:	1.37 9.00 2.95 13.32	05/16/2019 05/16/2019 05/16/2019	Check Sequence: 11 066-000-21010 062-000-21010 066-000-21010	ACH Enabled: No
Vendor:154800 147335	Azavar Audit Solutions Comcast audit-contingency payment Check Total:	292.55 292.55	05/16/2019	Check Sequence: 12 001-499-42001	ACH Enabled: No
Vendor:169275 181102CWD01 181214CWD011	BGV Motorsports 2019 Prairie Fest Car Show-50% July 15 Cruise Night Check Total:	625.00 750.00 1,375.00	05/16/2019 05/16/2019	Check Sequence: 13 009-000-49036 009-000-49036	ACH Enabled: No
Vendor:169275 181214CWD01	BGV Motorsports August 19 Cruise Night Check Total:	750.00 750.00	05/16/2019	Check Sequence: 14 009-000-49036	ACH Enabled: No



Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor:170775 VFW	Blackjack Productions, Inc. Memorial Day Parade 19 Dixieland Check Total:	975.00 975.00	05/16/2019	Check Sequence: 15 009-000-49036	ACH Enabled: No
Vendor:175100 16605 16606 16607	Bond, Dickson & Conway Wood Dale Legal Services-Legislative Wood Dale Legal Services-Planning/Zoning Wood Dale Legal Services-Garcia Auto Check Total:	36,676.45 1,938.00 570.00 39,184.45	05/16/2019 05/16/2019 05/16/2019	Check Sequence: 16 001-444-42062 001-444-42062 001-444-42062	ACH Enabled: No
Vendor:UB*02118	Barbara Borwska Refund check Refund check Check Total:	83.29 60.33 143.62	05/16/2019 05/16/2019	Check Sequence: 17 066-000-21010 066-000-21010	ACH Enabled: No
Vendor:177400 03	BP & T Co. Salt Creek Bridge Construction, Final Check Total:	8,972.50 8,972.50	05/16/2019	Check Sequence: 18 041-000-46033	ACH Enabled: No
Vendor:177875 2	Bristol North Mittel, LLC TIF Benefit, 1001 Mittel Check Total:	250,000.00 250,000.00	05/16/2019	Check Sequence: 19 041-000-42034	ACH Enabled: No
Vendor:UB*02115	Cheryl Chen Refund check Refund check Check Total:	79.47 79.35 158.82	05/16/2019 05/16/2019	Check Sequence: 20 066-000-21010 066-000-21010	ACH Enabled: No
Vendor:200100 041519	Marilyn Chiappetta CD Commission 04/15/19 Check Total:	150.00 150.00	05/16/2019	Check Sequence: 21 001-422-42086	ACH Enabled: No
Vendor:202600 310654	Chicago Communication LLC Palm mic, cable,mobile mic extension Check Total:	205.00 205.00	05/16/2019	Check Sequence: 22 001-466-44015	ACH Enabled: No
Vendor:208600 146689 147505	Christopher Burke Engineering 116 Florina Ct, built in swimming pool 170 Pine Lane, 20180670	151.31 816.00	05/16/2019 05/16/2019	Check Sequence: 23 001-000-22001 001-000-22001	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	967.31			
Vendor:211600 043019	Joe Cirincione Plumbing Plan Reviews/Inspections, 4/19 Check Total:	2,045.00 2,045.00	05/16/2019	Check Sequence: 24 001-000-34010	ACH Enabled: No
Vendor:UB*02116	Vito Claps Refund check Refund check Check Total:	93.77 37.26 131.03	05/16/2019 05/16/2019	Check Sequence: 25 066-000-21010 066-000-21010	ACH Enabled: No
Vendor:213350 000003141	Clarke Aquatic Services Weed and Algae Services May-Sept 2019 Check Total:	4,062.00 4,062.00	05/16/2019	Check Sequence: 26 001-488-42047	ACH Enabled: No
Vendor:218600 10072 10072 10092 10092	College Of Dupage Response Invest. Sexting Class-Wyse Response Invest. Sexting Class-Fajardo Combat Ground Fighting Class-Grant Combat Ground Fighting Class-Shelton Check Total:	95.00 95.00 225.00 225.00 640.00	05/16/2019 05/16/2019 05/16/2019 05/16/2019	Check Sequence: 27 001-466-42089 001-466-42089 001-466-42089 001-466-42089	ACH Enabled: No
Vendor:223600 0219095182 1091045118 1891117124 1935098099 1977013032 2003164030 2397133276 2720145042 2811168048 3531026055 4578064010 5551084019 5850739020 6018658025 6102069032	Commonwealth Edison Aggregation refresh fee 948 Edgewood 970 Lively 387 Preserve 152 Janis Street Lights Clock Tower 121 E Irving Lights L/S Street Lights 269 Irving 411 Irving Street Lights SS Irving 144 Commercial 372 Wood Dale Check Total:	127.00 5.82 46.73 114.56 68.40 177.53 210.58 1,047.96 260.21 10.13 44.54 3,702.28 301.46 162.17 1,229.91 7,509.28	05/16/2019 05/16/2019 05/16/2019 05/16/2019 05/16/2019 05/16/2019 05/16/2019 05/16/2019 05/16/2019 05/16/2019 05/16/2019 05/16/2019 05/16/2019 05/16/2019 05/16/2019 05/16/2019	Check Sequence: 28 001-499-44051 008-000-44051 008-000-44051 066-420-44051 066-412-44051 008-000-44051 008-000-44051 008-000-44051 008-000-44051 008-000-44051 008-000-44051 008-000-44051 061-000-44051 066-412-44051 008-000-44051	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor:225400 1497159 1497159	Conduent State & Local Solutio Pay by Web, Oct 18 Camera Fixed Monthly Fee, Oct 18 Check Total:	512.50 13,990.00 14,502.50	05/16/2019 05/16/2019	Check Sequence: 29 001-000-39140 001-466-42093	ACH Enabled: No
Vendor:225500 3342	Conrad Polygraph, Inc 1 Polygraph Exam Check Total:	160.00 160.00	05/16/2019	Check Sequence: 30 001-477-49044	ACH Enabled: No
Vendor:226725 14590115701 14782784601 14782811201	Constellation New Energy 401 Crestwood Street Lights 401 Crestwood Check Total:	228.86 723.85 200.19 1,152.90	05/16/2019 05/16/2019 05/16/2019	Check Sequence: 31 008-000-44051 008-000-44051 008-000-44051	ACH Enabled: No
Vendor:227050 BSR-63300	John Coppola Four C Notes, Summer Concert Series Check Total:	4,500.00 4,500.00	05/16/2019	Check Sequence: 32 009-000-49036	ACH Enabled: No
Vendor:242600 135383	Davis & Stanton Police Award D 24 Uniform police bars Check Total:	205.00 205.00	05/16/2019	Check Sequence: 33 001-466-44021	ACH Enabled: No
Vendor:252350 0001007750 0001007750	Discovery Benefits, Inc FSA Monthly, April 2019 COBRA Monthly, April 2019 Check Total:	58.50 83.33 141.83	05/16/2019 05/16/2019	Check Sequence: 34 001-499-42034 001-499-42034	ACH Enabled: No
Vendor:254100 65699	DLS Printing & Promotions Uniform Allowance Check Total:	166.00 166.00	05/16/2019	Check Sequence: 35 001-487-44021	ACH Enabled: No
Vendor:267600 0309306026 0315206015 0315206016	DuPage County Treasurer Property Taxes-331 Dalewood Ave Property Taxes-364-370 E Irving Park Property Taxes-374-376 E Irving Park Check Total:	869.10 11,643.52 12,071.38 24,584.00	05/16/2019 05/16/2019 05/16/2019	Check Sequence: 36 045-000-42101 045-000-42101 045-000-42101	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor:268600 10709A	DuPage Mayors and Managers Con 19-20 Conference Membership dues Check Total:	12,227.76 12,227.76	05/16/2019	Check Sequence: 37 001-411-42092	ACH Enabled: No
Vendor:271600 01-2300-00	DuPage Water Commission Water Purchase April 2019 Check Total:	148,792.80 148,792.80	05/16/2019	Check Sequence: 38 066-412-44053	ACH Enabled: No
Vendor:272450 274486819041 274486819041	Dynegy Energy Services Wastewater Dept Electric Services Water Dept Electric Services Check Total:	11,643.55 3,636.04 15,279.59	05/16/2019 05/16/2019	Check Sequence: 39 066-420-44051 066-412-44051	ACH Enabled: No
Vendor:275225 101948 101948 101948 101949	EBM, Inc Monthly Janitorial Services 4/19-144 Com Monthly Janitorial Services 4/19-269 IP Monthly Janitorial Services 4/19-CH Monthly Janitorial Services, April 2019 Check Total:	212.41 262.51 4,796.56 1,455.34 6,726.82	05/16/2019 05/16/2019 05/16/2019 05/16/2019	Check Sequence: 40 066-412-42011 066-420-42011 001-499-42011 061-000-42034	ACH Enabled: No
Vendor:284900 050819	EMG Stage Management and Entertainment Check Total:	21,650.00 21,650.00	05/16/2019	Check Sequence: 41 009-000-49036	ACH Enabled: No
Vendor:UB*02114	Field Street Properties Refund check Refund check Refund check Check Total:	17.12 59.14 25.14 101.40	05/16/2019 05/16/2019 05/16/2019	Check Sequence: 42 066-000-21010 062-000-21010 066-000-21010	ACH Enabled: No
Vendor:304600 469928	Foremost Promotions 200 Police hat emoji stress relievers Check Total:	579.09 579.09	05/16/2019	Check Sequence: 43 001-466-44036	ACH Enabled: No
Vendor:UB*02107	Babak Foroughi Refund check Check Total:	21.59 21.59	05/16/2019	Check Sequence: 44 062-000-21010	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor:UB*02099	Nancy Freeman			Check Sequence: 45	ACH Enabled: No
	Refund check	18.12	05/16/2019	066-000-21010	
	Refund check	18.12	05/16/2019	066-000-21010	
	Check Total:	36.24			
Vendor:312350 49341	FulLife Safety Center Uniform Allowance	1,237.00	05/16/2019	Check Sequence: 46 001-487-44022	ACH Enabled: No
	Check Total:	1,237.00			
Vendor:315100 012445648 012450391 012461075 012492340	Galls Uniform Allowance Uniform Allowance Uniform Allowance Uniform Allowance	53.42 13.07 92.35 5.72	05/16/2019 05/16/2019 05/16/2019 05/16/2019	Check Sequence: 47 001-466-44021 001-466-44021 001-466-44021 001-466-44021	ACH Enabled: No
	Check Total:	164.56			
Vendor:UB*02119	Faviola Garcia			Check Sequence: 48	ACH Enabled: No
	Refund check	10.45	05/16/2019	066-000-21010	
	Refund check	3.87	05/16/2019	062-000-21010	
	Refund check	8.15	05/16/2019	066-000-21010	
	Check Total:	22.47			
Vendor:324200 050819	Glowby the Bubbler Prairie fest entertainment	335.00	05/16/2019	Check Sequence: 49 009-000-49036	ACH Enabled: No
	Check Total:	335.00			
Vendor:302650 051019	Todd Gully Memorial Day parade entrant	450.00	05/16/2019	Check Sequence: 50 009-000-49036	ACH Enabled: No
	Check Total:	450.00			
Vendor:UB*02117	Michael Harrast			Check Sequence: 51	ACH Enabled: No
	Refund check	66.17	05/16/2019	066-000-21010	
	Refund check	76.05	05/16/2019	066-000-21010	
	Check Total:	142.22			
Vendor:341600 1 688894 688919	Brian Heneghan CDL renewal reimbursement AWWA Meeting 01/19 AWWA Meeting 04/19	60.00 20.00 20.00	05/16/2019 05/16/2019 05/16/2019	Check Sequence: 52 066-412-49099 066-412-42090 066-412-42090	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	100.00			
Vendor:618250 125980	HR Green Elgin O'hare 2018 Check Total:	505.00 505.00	05/16/2019	Check Sequence: 53 041-000-46063	ACH Enabled: No
Vendor:365100 L1723228 L1723228	Illinois Environmental Protect Principal Payment-IEPA Interest Payment-IEPA Check Total:	480,401.27 179,140.32 659,541.59	05/16/2019 05/16/2019	Check Sequence: 54 066-420-45269 066-420-47269	ACH Enabled: No
Vendor:385600 050819 050819 050819	IPBC - Intergovernmental Perso Monthly Insurance Premium- May 2019 Monthly Insurance Premium- May 2019 Monthly Insurance Premium- May 2019 Check Total:	139,272.54 12,874.27 13,936.53 166,083.34	05/16/2019 05/16/2019 05/16/2019	Check Sequence: 55 001-499-42061 066-412-40111 066-420-40111	ACH Enabled: No
Vendor:394600 106379150	Itasca Bank & Trust LOC Interest Payment Check Total:	12,505.86 12,505.86	05/16/2019	Check Sequence: 56 041-000-46056	ACH Enabled: No
Vendor:UB*02113	Charles & Janice Key Refund check Refund check Refund check Check Total:	25.37 0.76 17.87 44.00	05/16/2019 05/16/2019 05/16/2019	Check Sequence: 57 066-000-21010 062-000-21010 066-000-21010	ACH Enabled: No
Vendor:419225 IN106967 IN108269	Kiesler's Police Supply, Inc. PD Ammunition PD Ammunition Check Total:	1,730.75 1,254.40 2,985.15	05/16/2019 05/16/2019	Check Sequence: 58 001-466-44042 001-466-44042	ACH Enabled: No
Vendor:427425 688920	Max Kurek AWWA Meeting 04/19 Check Total:	20.00 20.00	05/16/2019	Check Sequence: 59 066-412-42090	ACH Enabled: No
Vendor:691000 050619	La Banda Sicilina Di Chicago Honorarium for Memorial Day Parade	1,400.00	05/16/2019	Check Sequence: 60 009-000-49036	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	1,400.00			
Vendor:447525 BSR-63299	Chuck Little Blooze Brothers Summer Concert Series Check Total:	3,500.00 3,500.00	05/16/2019	Check Sequence: 61 009-000-49036	ACH Enabled: No
Vendor:UB*02101	Pedro Lopez Refund check Refund check Refund check Check Total:	2.06 2.65 0.94 5.65	05/16/2019 05/16/2019 05/16/2019	Check Sequence: 62 066-000-21010 066-000-21010 062-000-21010	ACH Enabled: No
Vendor:460000 9726 9727 9729	Marquardt & Belmonte PC City Prosecutions, April 2019 Administrative Hearings, 04/23/19 DUI Prosecutions, April 2019 Check Total:	1,939.40 156.00 4,887.45 6,982.85	05/16/2019 05/16/2019 05/16/2019	Check Sequence: 63 001-444-42064 001-466-42034 001-444-42064	ACH Enabled: No
Vendor:461300 WDPF20191	Ken Mate Prairie Fest-Magician Check Total:	700.00 700.00	05/16/2019	Check Sequence: 64 009-000-49036	ACH Enabled: No
Vendor:461325 WDPF2019	Terri Lynn Mate Prairie Fest- Puppetier Check Total:	600.00 600.00	05/16/2019	Check Sequence: 65 009-000-49036	ACH Enabled: No
Vendor:UB*02121	Mark McQueen Refund check Refund check Refund check Check Total:	14.44 14.16 18.41 47.01	05/16/2019 05/16/2019 05/16/2019	Check Sequence: 66 066-000-21010 066-000-21010 062-000-21010	ACH Enabled: No
Vendor:468000 050819	Medinah Motor Corps Memorial Day Parade Entrant Check Total:	850.00 850.00	05/16/2019	Check Sequence: 67 009-000-49036	ACH Enabled: No
Vendor:468250 050819	Medinah Shriners Mini Choppers Memorial Day Parade Entrant	600.00	05/16/2019	Check Sequence: 68 009-000-49036	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	600.00			
Vendor:500750 110762010	National Pen Co, LLC 100 Cozy pen gift set Check Total:	261.95 261.95	05/16/2019	Check Sequence: 69 001-466-44036	ACH Enabled: No
Vendor:509500 21347800001 28882900005 46617400000 53400900006 55400900001 59430900007 61032393516 6863454192 69653763057 77616386478 99560406466	Nicor Gas 269 Irving-A Royal Oaks 388 Irving 444 Potter 412 Park 180 Brookhurst 890 Lively 144 Commercial 256 Mittel 331 Edgewood 429 Knollwood Check Total:	2,851.24 331.87 31.64 164.81 151.91 287.05 35.96 123.02 30.43 41.75 29.19 4,078.87	05/16/2019 05/16/2019 05/16/2019 05/16/2019 05/16/2019 05/16/2019 05/16/2019 05/16/2019 05/16/2019 05/16/2019 05/16/2019	Check Sequence: 70 066-420-44052 002-000-44052 066-412-44052 066-412-44052 066-412-44052 066-420-44052 066-412-44052 066-412-44052 066-420-44052 066-412-44052 066-412-44052	ACH Enabled: No
Vendor:515600 050819	Northern IL Chapter of Militar Memorial Day Parade Entrant Check Total:	250.00 250.00	05/16/2019	Check Sequence: 71 009-000-49036	ACH Enabled: No
Vendor:191100 544070	Pace Suburban Bus Pace Bus Services, April 2019 Check Total:	100.00 100.00	05/16/2019	Check Sequence: 72 009-000-42038	ACH Enabled: No
Vendor:UB*02108	Ankita Patel Refund check Refund check Refund check Check Total:	31.77 20.90 77.25 129.92	05/16/2019 05/16/2019 05/16/2019	Check Sequence: 73 066-000-21010 066-000-21010 062-000-21010	ACH Enabled: No
Vendor:UB*02120	Jan Platek Refund check Refund check Refund check	42.11 64.03 39.67	05/16/2019 05/16/2019 05/16/2019	Check Sequence: 74 066-000-21010 062-000-21010 066-000-21010	ACH Enabled: No



Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	145.81			
Vendor:555250 050119 050119	Power Solutions Int. Hydrant meter deposit, 201 Mittel Dr Hydrant meter usage 8,273 gals	1,500.00 -90.42	05/16/2019 05/16/2019	Check Sequence: 75 066-000-21020 066-000-33110	ACH Enabled: No
	Check Total:	1,409.58			
Vendor:575501 050819	Anthony Rainiero Prairie Fest Fireworks	12,500.00	05/16/2019	Check Sequence: 76 009-000-49036	ACH Enabled: No
	Check Total:	12,500.00			
Vendor:577500 1924149-IN 1924150-IN 1924154-IN 1924155-IN 1924157-IN	Ray O'Herron Co Inc Uniform Allowance Uniform Allowance Uniform Allowance Uniform Allowance Uniform Allowance	29.99 410.26 30.59 168.28 26.09	05/16/2019 05/16/2019 05/16/2019 05/16/2019 05/16/2019	Check Sequence: 77 001-466-44021 001-466-44021 001-466-44021 001-466-44021 001-466-44021	ACH Enabled: No
	Check Total:	665.21			
Vendor:593750 19040293	Robinson Engineering, Ltd 2019-CDC-01, Washington St	1,204.00	05/16/2019	Check Sequence: 78 001-000-22001	ACH Enabled: No
	Check Total:	1,204.00			
Vendor:603275 4	S.B. Friedman & Company TIF Revenue Projections	976.25	05/16/2019	Check Sequence: 79 041-000-46056	ACH Enabled: No
	Check Total:	976.25			
Vendor:643500 P10315	Standard Equipment Company Crawler/lift repairs	5,564.01	05/16/2019	Check Sequence: 80 066-420-42015	ACH Enabled: No
	Check Total:	5,564.01			
Vendor:655000 164710 165065 165083	Suburban Laboratories Inc Wastewater sample water testing Wastewater lab supplies Wastewater lab supplies	623.00 225.00 1,754.00	05/16/2019 05/16/2019 05/16/2019	Check Sequence: 81 066-420-42033 066-412-42033 066-420-42033	ACH Enabled: No
	Check Total:	2,602.00			
Vendor:682500 23373	Third Millennium Assoc Inc Green Pay Services, April 2019	634.65	05/16/2019	Check Sequence: 82 066-412-42032	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
23411	City Utility Billing, April 2019 Check Total:	1,777.86 2,412.51	05/16/2019	066-412-42032	
Vendor:686750 050619	Those Funny Little People Honorarium for Memorial Day Parade Check Total:	450.00 450.00	05/16/2019	Check Sequence: 83 009-000-49036	ACH Enabled: No
Vendor:437100 042419 0424191	Toscas Law Group Railroad Crossing Violations, 04/23/19 Tow/Seizure Violations, 04/23/19 Check Total:	175.00 650.00 825.00	05/16/2019 05/16/2019	Check Sequence: 84 001-466-42034 001-466-42034	ACH Enabled: No
Vendor:697501 427957	TransUnion Risk PD Person Searches Check Total:	102.30 102.30	05/16/2019	Check Sequence: 85 001-466-44039	ACH Enabled: No
Vendor:295850 873212-0	TWIST 1 Corner desk Check Total:	1,400.00 1,400.00	05/16/2019	Check Sequence: 86 001-499-44011	ACH Enabled: No
Vendor:703700 045-258181	Tyler Technologies ERP project planning services Check Total:	5,000.00 5,000.00	05/16/2019	Check Sequence: 87 041-000-46056	ACH Enabled: No
Vendor:715875 0412-2439	Utility Dynamics Corporation Division Street Lighting Check Total:	68,815.35 68,815.35	05/16/2019	Check Sequence: 88 041-000-46053	ACH Enabled: No
Vendor:721000 9828787698	Verizon Wireless Monthly M2M Charges, 04/19 Check Total:	379.75 379.75	05/16/2019	Check Sequence: 89 066-420-42001	ACH Enabled: No
Vendor:722100 753102	Veterinary Dental Center Canine Unit Exams Check Total:	65.00 65.00	05/16/2019	Check Sequence: 90 011-000-44049	ACH Enabled: No
Vendor:UB*02109	Anna Wagner Refund check	26.28	05/16/2019	Check Sequence: 91 066-000-21010	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Refund check	14.74	05/16/2019	062-000-21010	
	Refund check	21.60	05/16/2019	066-000-21010	
	Check Total:	62.62			
Vendor:744375 050819	Will County Trail Riders Memorial Day Parade Entrant	550.00	05/16/2019	Check Sequence: 92 009-000-49036	ACH Enabled: No
	Check Total:	550.00			
Vendor:745500 GFOA19	Brad Wilson Per diem for GFOA annual conference	264.00	05/16/2019	Check Sequence: 93 001-433-49004	ACH Enabled: No
	Check Total:	264.00			
Vendor:UB*02111	Win Auto Sales Inc Refund check	52.29	05/16/2019	Check Sequence: 94 066-000-21010	ACH Enabled: No
	Refund check	43.33	05/16/2019	066-000-21010	
	Check Total:	95.62			
Vendor:751000 1	Wood Dale Historical Society Annual Donation- FY20	7,000.00	05/16/2019	Check Sequence: 95 009-000-49032	ACH Enabled: No
	Check Total:	7,000.00			
Vendor:751500 1611343	Wood Dale Park District Summer Movie Series-Sponsorship	1,772.00	05/16/2019	Check Sequence: 96 009-000-49036	ACH Enabled: No
	Check Total:	1,772.00			
Vendor:UB*02102	Wood Dale Road Investors LLC Refund check	28.45	05/16/2019	Check Sequence: 97 066-000-21010	ACH Enabled: No
	Refund check	14.14	05/16/2019	066-000-21010	
	Check Total:	42.59			
Vendor:UB*02103	Wood Dale Road Investors LLC Refund check	19.78	05/16/2019	Check Sequence: 98 066-000-21010	ACH Enabled: No
	Refund check	13.93	05/16/2019	066-000-21010	
	Check Total:	33.71			
Vendor:UB*02104	Wood Dale Road Investors LLC Refund check	32.33	05/16/2019	Check Sequence: 99 066-000-21010	ACH Enabled: No
	Refund check	12.30	05/16/2019	066-000-21010	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	44.63			
Vendor:UB*02105	Wood Dale Road Investors LLC			Check Sequence: 100	ACH Enabled: No
	Refund check	26.86	05/16/2019	066-000-21010	
	Refund check	14.59	05/16/2019	066-000-21010	
	Check Total:	41.45			
Vendor:903840 050919 050919	Kelly & Jerry Young Permanently installed generator refund Permanently installed generator refund	80.00 400.00	05/16/2019 05/16/2019	Check Sequence: 101 001-000-34010 001-499-49085	ACH Enabled: No
	Check Total:	480.00			
Vendor:762500 050119	Lynn Zumstein Juggler for Prairie Fest 2019	400.00	05/16/2019	Check Sequence: 102 009-000-49036	ACH Enabled: No
	Check Total:	400.00			
	Total for Check Run:	1,564,894.24			
	Total Number of Checks:	102			