

CITY OF WEST CHICAGO

WHERE HISTORY & PROGRESS MEET

INFRASTRUCTURE COMMITTEE

**Thursday, November 2, 2017
7:00 P.M. – Committee Room A**

AGENDA

1. Call to Order, Roll Call, and Establishment of a Quorum
2. Approval of Minutes
 - A. Infrastructure Committee of October 5, 2017
3. Public Participation / Presentations
4. Items for Consent
 - A. Purchase of Thawrox Deicer from Compass Minerals America, Inc., Overland Park, Kansas for the 2017-2018 Winter Season
 - B. Resolution No. 17-R-0062 - Contract Award - Rotary Hydrated Lime For Fiscal Year 2018
 - C. Resolution No. 17-R-0063 - Contract Award - Liquid Sodium Hypochlorite For Fiscal Year 2018
 - D. Resolution No. 17-R-0065- Contract Award - Liquid Carbon Dioxide for Fiscal Year 2018
 - E. Resolution No. 17-R-0066 - Adopt-A-Highway Program - Ball Horticultural Company
 - F. Resolution No. 17-R-0067 - Contract Agreement for Custodial Services with Open Works
5. Items for Discussion
 - A. FY 2018-2022 Capital Improvement Program
6. Unfinished Business
7. New Business
8. Reports from Staff
9. Adjournment

CITY OF WEST CHICAGO

WHERE HISTORY & PROGRESS MEET

Draft

MINUTES

INFRASTRUCTURE COMMITTEE

October 5, 2017 7:00 P.M.

1. **Call to Order, Roll Call, and Establishment of a Quorum.** Chairman Beifuss called the meeting to order at 7:00 P.M. Roll call found Aldermen James Beifuss, Heather Brown, Sandra Dimas, George Garcia, and Noreen Ligino-Kubinski present. Alderman Alton Hallett was absent.

Staff present included Director of Public Works Robert Flatter and Executive Secretary Ashley Cunningham. Also present were employees of CH2M Hill, including Project Manager Brent Lautenbach, Area Manager Dan Hughes, Manager of Projects/Regional Director of Operations Kevin Dahl, IPP Coordinator/Lab Supervisor Adam Federau, Administrative Assistant Maria Lenzi, and Maintenance Manager Rich Lang.

2. **Selection of Vice-Chairman.** Alderman Brown nominated Alderman Dimas as the Vice-Chairman of the Infrastructure Committee, seconded by Alderman Ligino-Kubinski, and the vote was unanimous for approval.

3. Approval of Minutes

A. **Infrastructure Committee Minutes of September 7, 2017.** Alderman Brown made a motion, seconded by Alderman Garcia to approve the Meeting Minutes of September 7, 2017.

Voting Yea: Aldermen Beifuss, Brown, Dimas, and Ligino-Kubinski. Voting Nay: 0. Abstaining: Alderman Garcia

4. Public Participation / Presentations. None.

5. **Items for Consent.** None. Alderman Beifuss requested discussion on Consent Items A and C. Alderman Dimas requested discussion on Consent Item B.

6. Items for Discussion. Items for discussion include Consent Items 5.A., 5.B., and 5.C.

5.A. Ordinance No. 17-O-0038 – Authorizing the Disposal of Surplus Equipment, Stock Inventory, and/or Personal Property Owned By the City Of West Chicago. Mr. Flatter explained that staff has identified surplus equipment, stock inventory, and/or personal property that has no useful life and is no longer useful to the City, has little or no salvage value, and should be properly disposed of. He also distributed a revised Attachment “A” which added

additional surplus items to the list after the agenda packet was distributed. Attachment "A" includes items from the Community Development Department, IT, and the Wastewater Treatment Plant. **Alderman Brown made a motion, seconded by Alderman Dimas to approve.**

Voting Yea: Aldermen Beifuss, Brown, Dimas, Garcia, and Ligino-Kubinski.

Voting Nay: 0.

5.B. Contract Award – Operations Management International, Inc. For Professional Services Related to the Management and Operation of the City's Regional Wastewater Treatment Plant. Mr. Flatter explained that in 2008 the City privatized its Wastewater Treatment Plant (WWTP) operations and approved a five-year contract with Operations Management International, Inc. (OMI). In December 2012, the City Council approved another five year contract with OMI for services during fiscal years 2013 thru 2017. The current contract expires December 31, 2017, and OMI has expressed the desire to continue operating the plant. Over the past ten years, OMI's staff has managed, operated, monitored, and maintained the WWTP on a continuous twenty-four hour per day, seven day per week basis. City staff, the Village of Winfield (which shares use of the plant with the City), and the IEPA Inspectors have all been extremely pleased with OMI's performance during this time as well. OMI has submitted a proposal to provide services over the next five years (fiscal years 2018 thru 2022), with a ten year option (fiscal years 2018 thru 2027). For consideration of a ten year contract with renewable five year terms, OMI is willing to invest up to \$350,00.00 in Capital Improvements at the WWTP, as determined appropriate and acceptable to the City. City staff recommends a ten year contract be awarded to OMI. Kevin Dahl discussed the savings that OMI has realized over the last ten years along with improvements made to the plant for the City. He confirmed OMI's commitment to West Chicago and urged the Committee to award the ten year contract, which he believes provides a greater value to the City in comparison to the five year contract. Mr. Flatter and OMI staff responded to questions about current and future plant operations and budgeting. Aldermen Garcia, Ligino-Kubinski, and Dimas expressed their satisfaction with OMI's performance as well as their support of the ten year contract option. Mr. Flatter noted that the Village of Winfield was supportive of a new contract with OMI, but their preference was for a five year contract with the option for a five year renewal. **Alderman Dimas made a motion, seconded by Alderman Ligino-Kubinski to direct City staff to present a ten year contract to City Council on October 16, 2017.**

Roll call found the vote unanimous for approval. Voting Yea: Aldermen Beifuss, Brown, Dimas, Garcia, and Ligino-Kubinski. Voting Nay: 0.

5.C. 2013 Main Street Tunnel Improvement Project – Change Order No. 1 and Final. Mr. Flatter explained that on Monday, June 3, 2013, the City Council approved Resolution No. 13.-R-0044, authorizing the Mayor to execute a Contract Agreement with Mack Construction Corporation (Mack) for professional services related to the 2013 Main Street Tunnel Improvement Project, for an amount not to exceed \$669,763.50. On June 20, 2013, the City issued a Notice to Proceed letter to Mack with a reminder that the project must be complete by

August 12, 2013; the project was not completed until August 28, 2015, which was entirely attributed to Mack's performance, or lack thereof. To date, the City has not made final payment on the project, the City has imposed \$371,500.00 in liquidated damages against Mack, and the City's attorney continues to work with Mack's attorney to close out the project and resolve final payment related issues. During construction, fourteen change order requests were submitted from Mack for additional work. Work related to nine of the fourteen change orders was authorized by City staff to keep the project moving forward, which totaled \$108,959.36 in additional charges. Total change orders associated with the project resulted in an overall project increase of \$114,488.56, bringing the total contract amount to \$784,252.06. Mr. Flatter elaborated that even if the liquidated damages imposed and previously referenced are upheld, the total change order in the amount of \$114,488.56 needs to be approved by City Council.

Alderman Dimas made a motion, seconded by Alderman Brown to approve.

Roll call found the vote unanimous for approval. Voting Yea: Aldermen Beifuss, Brown, Dimas, Garcia, and Ligino-Kubinski. Voting Nay: 0.

7. Unfinished Business. None.

8. New Business. None.

9. Reports from Staff. Mr. Flatter mentioned that Alderman Beifuss had previously asked for information about possible Metra upgrades, but definitive information was unavailable prior to the Infrastructure Committee meeting. Mr. Flatter noted that for the last couple of years there has been talk about ADA improvements to be done in 2018, but there is no confirmation currently regarding the potential impact of those improvements.

Alderman Beifuss also asked for an update on the 2017 Main Street and Metra Station Sidewalk Project. Mr. Flatter noted that a pre-construction meeting is set for next week and construction is slated to begin in the middle of October with a completion by the end of November.

10. Adjournment. At 8:02 P.M., Alderman Dimas made a motion to adjourn, seconded by Alderman Garcia. Motion was unanimously approved by voice vote.

Respectfully submitted,

Ashley Cunningham
Executive Secretary of Public Works

CITY OF WEST CHICAGO

INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

Purchase of Thawrox Deicer from Compass Minerals America, Inc., Overland Park, Kansas for the 2017-2018 Winter Season

AGENDA ITEM NUMBER: 4.A**COMMITTEE AGENDA DATE:** November 2, 2017**COUNCIL AGENDA DATE:** November 6, 2017**STAFF REVIEW:** Robert E. Flatter, P.E., Director of Public Works**SIGNATURE** **APPROVED BY CITY ADMINISTRATOR:** Michael L. Guttman**SIGNATURE** _____**ITEM SUMMARY:**

In June 2017, City Council approved the purchase of up to 2,600 tons rock salt (1,600 tons (80%) minimum purchase required and 2,600 tons (130%) maximum purchase guaranteed available) from The Detroit Salt Company, LLC of Detroit, Michigan, at the price of \$51.49 per ton, through the DuPage County Rock Salt Purchasing Program for the 2017-2018 winter season. For comparison, the City paid \$56.35 per ton delivered for the 2016-2017 winter season, \$70.44 per ton delivered for the 2015-2016 winter season, \$112.69 per ton delivered for the 2014-2015 winter, and \$53.71 per ton delivered for the 2013-2014 winter season.

In July 2017, City staff contacted the sales representative for Compass Minerals America, Inc. who acknowledged an ability and willingness to deliver up to 1,500 tons of Thawrox Deicer (i.e., treated rock salt) to the City during the 2017-2018 winter season for \$67.99 per ton delivered. However, Compass Minerals America, Inc. is looking for an 80% purchase commitment from the City (i.e., minimum 1,200 tons). For comparison, the City paid \$72.85 per ton of Thawrox delivered during the 2016-2017 winter season, \$85.26 per ton of Thawrox delivered during the 2015-2016 winter season, \$118.08 per ton of Thawrox delivered during the 2014-2015 winter season, and \$73.41 per ton of Thawrox delivered during the 2013-2014 winter season.

The City has utilized Thawrox since 2010 and has been very pleased with its performance and effectiveness during extreme cold conditions, when regular salt was not. In addition, Thawrox does not require the additional use of Geomelt or other pre-wet agents. Given the fact that Thawrox is more effective at melting snow and ice than regular rock salt, and given the fact that Thawrox is only \$16.50 per ton delivered more than regular rock salt, City staff recommends the purchase of up to 1,500 tons of Thawrox from Compass Minerals America, Inc. for the 2017-2018 winter season, resulting in an additional expenditure of \$24,750.00 over the purchase of 1,500 tons of regular rock salt.

If approved, City staff would purchase the minimum 1,600 tons of regular rock salt from The Detroit Salt Company and the minimum 1,200 tons of Thawrox, leaving 1,000 tons of regular rock salt available through the DuPage County Program and 300 tons of Thawrox available for emergency or extended weather conditions. Pending favorable winter weather conditions during November and December 2017, City staff does not anticipate the need to purchase additional Thawrox until Fiscal Year 2018.

For Fiscal Year 2018, rock salt and Thawrox deicer will be paid from the Capital Projects Fund in which \$235,900 will be budgeted.

ACTIONS PROPOSED:

That the West Chicago City Council waive competitive bidding and authorize the purchase of up to 1,500 tons of Thawrox Deicer, at the price of \$67.99 per ton delivered, from Compass Minerals America, Inc. of Overland Park, Kansas.

CITY OF WEST CHICAGO

COMMITTEE RECOMMENDATION:

**Sold-To ("Purchaser"):**

Rob Flatter
City of West Chicago-Ts
475 Main St
West Chicago, IL 60185

Date: July 28, 2017
Document: 145504
Tel: (630) 293-2255
Fax: (630) 293-3028
Email: mbaldino@westchicago.
Customer #: H906535
Preferred: Fax

Compass Minerals America Inc. (Seller) / Quotation for bulk de-icing salt

Quantity (TN)	Delivery Location	Price Per Ton (USD)	
800	City of West Chicago 135 W Grandlake Blvd West Chicago, IL 60186 Destination #: H957632 Delivery Lead Time: 3 days	67.99 Deliver	Depot: Chicago Export, IL Product: THAWROX - TREATED SALT (6602) Mode of Transport: DUMP (END OR BOTTOM) Distance: 40.4 Miles
700 Reserve: 0	City of West Chicago - Washington Street 119 Washington Street West Chicago, IL 60185	67.99 Deliver	Depot: Chicago Export, IL Product: THAWROX - TREATED SALT (6602) Mode of Transport: DUMP (END OR

Purchase agreement subject to prior sale

THAWROX DEICER

The Customer commits to purchase 80% of the quantity shown and to commence receiving deliveries no later than December 31. Seller may decline any orders for any reason impacting its ability to ship product, including (but not limited to) the availability of product, conditions at the terminal or production facilities, or weather conditions. The Customer will be invoiced for any tons not taken up to the 80% (unless Seller has declined to deliver those tons).

Price(s) effective through Saturday, 31 Mar 2018

Purchaser agrees to pay the seller for such salt as and when delivered, in accordance with the price and payment terms stated above and on the reverse side of this form (unless inconsistent with the terms on this page).

Terms are NET 30 days from shipment with approved credit.

- * This proposal is open for acceptance for 20 days following date of issue, and supersedes any and all previous proposals and or contracts. Proposal must be signed indicating acceptance to be valid.
- * Delivered price(s) via dump and based on full truck load quantities.
- * Seller does not commit to a specific delivery lead time. Any lead time specified above is an estimated target only.
- * Product is for bulk end use only and is not intended for blending and packaging without prior consent.
- * Applicable taxes extra
- * Compass Minerals America Inc. has no obligation to store salt after the Term, but if it chooses to make storage available it will be for a fee of \$5 per month per ton.

Thank you for the opportunity to quote on your bulk de-icing salt needs.

Accepted By;

Signature: _____

Title: _____

Name: _____

Date: _____

Sean Lierz
Senior Sales Manager 1-800-323-1641 x9330
Compass Minerals America Inc.

Please sign and return by fax to 913-338-7945 or e-mail highwaygroup@compassminerals.com or by mail
Order placement and inquiries Monday through Friday - 7:00 am to 5:00 pm.

**Sold-To ("Purchaser"):**

Rob Flatter
City of West Chicago-Ts
475 Main St
West Chicago, IL 60185

Date: July 28, 2017
Document: 145504
Tel: (630) 293-2255
Fax: (630) 293-3028
Email: mbaldino@westchicago.
Customer #: H906535
Preferred: Fax

Compass Minerals America Inc. (Seller) / Quotation for bulk de-icing salt

Quantity (TN)	Delivery Location	Price Per Ton (USD)
------------------	-------------------	---------------------

Destination #: H962934
Delivery Lead Time: 5 days

BOTTOM)
Distance: 40.4 Miles

Purchase agreement subject to prior sale

THAWROX DEICER

The Customer commits to purchase 80% of the quantity shown and to commence receiving deliveries no later than December 31. Seller may decline any orders for any reason impacting its ability to ship product, including (but not limited to) the availability of product, conditions at the terminal or production facilities, or weather conditions. The Customer will be invoiced for any tons not taken up to the 80% (unless Seller has declined to deliver those tons).

Price(s) effective through Saturday, 31 Mar 2018

Purchaser agrees to pay the seller for such salt as and when delivered, in accordance with the price and payment terms stated above and on the reverse side of this form (unless inconsistent with the terms on this page).

Terms are NET 30 days from shipment with approved credit.

- * This proposal is open for acceptance for 20 days following date of issue, and supersedes any and all previous proposals and or contracts. Proposal must be signed indicating acceptance to be valid.
- * Delivered price(s) via dump and based on full truck load quantities.
- * Seller does not commit to a specific delivery lead time. Any lead time specified above is an estimated target only.
- * Product is for bulk end use only and is not intended for blending and packaging without prior consent.
- * Applicable taxes extra
- * Compass Minerals America Inc. has no obligation to store salt after the Term, but if it chooses to make storage available it will be for a fee of \$5 per month per ton.

Thank you for the opportunity to quote on your bulk de-icing salt needs.

Accepted By;

Signature: _____

Title: _____

Sean Lierz
Senior Sales Manager 1-800-323-1641 x9330
Compass Minerals America Inc.

Name: _____

Date: _____

Please sign and return by fax to 913-338-7945 or e-mail highwaygroup@compassminerals.com or by mail
Order placement and inquiries Monday through Friday - 7:00 am to 5:00 pm.

Terms and Conditions of Sale

1. PARTIES. "Seller" is identified in the "Remit To" section and "Buyer" in the "Sold To" section of an invoice to which these Terms and Conditions of Sale ("Agreement") relate or are attached.
2. OFFER. No terms in Buyer's bid, purchase order or other form shall be binding upon Seller. Seller rejects additional/different terms in such Buyer's documents. SELLER'S OFFER IS EXPRESSLY LIMITED TO AND CONDITIONED UPON BUYER'S ACCEPTANCE OF THIS AGREEMENT.
3. PRICES; TAXES. EXCEPT AS OTHERWISE SPECIFIED IN THIS AGREEMENT, PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE. ORDERS WILL BE INVOICED, UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, AT SELLER'S PRICE IN EFFECT ON THE SCHEDULED DATE OF SHIPMENT. Prices on the invoicing document are net of all applicable discounts and promotional allowances. References to "tons" means short tons (2000 lbs.) unless otherwise specified. Any tax or other governmental charges now or hereafter levied upon production, severance, manufacture, delivery, storage, consumption, sale, use or shipment of Products ordered or sold are not included in Seller's price and will be charged to and paid by Buyer.
4. CANCELLATION. Orders may be canceled by Buyer only upon (1) written or oral notice to Seller and accepted in writing by Seller and (2) payment to Seller of reasonable cancellation charges to be solely determined by Seller. Except as otherwise agreed in writing, until the products identified in Buyer's purchase order as accepted by Seller ("Products") are shipped, Seller has no obligation under any order submitted by Buyer (and may cancel the order at any time prior to shipment).
5. PAYMENT; CREDIT; PAST DUE ACCOUNTS. Buyer will make payment to Seller at the time and in the currency specified on Seller's invoicing document. Seller may, in its sole judgment, require such other payment terms as Seller deems appropriate, including full or partial payment in advance of shipment or by letter of credit. Credit payment terms must have the prior approval of Seller's Credit Department and must be specified in writing on Seller's invoicing document. Whenever reasonable grounds for insecurity arise with respect to due payment from Buyer or with respect to Buyer's financial condition generally, Seller reserves the right to stop shipment on notification to Buyer and to demand payment in advance or at the time of delivery for future deliveries or require reasonable assurance of payment, and in the absence thereof, to cancel, without liability, the unfilled portion of Buyer's order. A finance charge of the lesser of 1.5% per month (18% - APR) or the highest rate permitted by law will be assessed on all past due accounts. Interest charged on a past due invoice will be assessed from the date of the invoice. Amounts owed by Buyer with where there is no dispute will be paid without set-off for any amounts that Buyer may claim are owed by Seller. Buyer agrees to reimburse Seller for all attorney fees and court costs in connection with default of these payment terms by Buyer.
6. DELAYS. All orders are subject to Seller's ability to make delivery at the time and in the quantities specified, and Seller shall not be liable for damages for failure to make partial or complete shipment or for any delay in making shipments. Seller shall not be liable for delays or defaults in delivery caused by forces not reasonably within Seller's control (including but not limited to delays or defaults by carriers, extreme cold weather, partial or total failure of Seller's intended production, transportation or delivery facilities, etc., floods, fires, storms, or other acts of God, war or act of public enemy (or civil disturbance), strikes, lock-outs, shortages of labor or raw materials and supplies (including fuel), acts or omissions of Buyer, action of any governmental authority, or other force majeure event). Buyer shall be liable for any added expenses incurred by Seller because of Buyer's delay in furnishing requested information to Seller, delays resulting from order changes by Buyer, or delay in unloading shipments at the delivery point that are the fault of Buyer.
7. SHIPMENT COSTS/TRANSPORTATION MATTERS. Unless otherwise specified on Seller's invoicing document, all transportation charges, including, but not limited to, Seller's and carrier's charges for notification prior to delivery, demurrage, switching, detention, delay in unloading, diversion, or reconsignment shall be the sole responsibility of Buyer. Buyer will assume title and risk of loss concurrently in accordance with Seller's invoicing document. On passage of title, Buyer is then responsible for proper protection of Products and compliance with all regulations and ordinances and will indemnify Seller against all claims for personal injuries or property damage arising from the storage, use or handling of such Products. Claims for damage or shortage in transit must be made by Buyer against the carrier. Buyer has the responsibility to inspect shipments before or during unloading to identify any such damage or shortage and see that appropriate notation is made on the delivery tickets or an inspection report furnished by the local agent of the carrier in order to support a claim. Upon transfer of the Products' risk of loss to Buyer, Buyer is solely responsible for the care, condition, damage or loss of railcars used to deliver the Products until the railcars are released empty by Buyer to the rail carrier. Without Seller's prior written approval, neither Buyer nor any of its employees/agents will divert or export any such railcar to anywhere outside the continental U.S. Even with such Seller's approval, Buyer remains fully responsible for and shall promptly reimburse Seller for all claims, losses, costs, expenses, liabilities, penalties, demands and taxes directly caused by or incidental to such use of the railcars by Buyer.
8. WARRANTY/TIME FOR MAKING CLAIMS. Seller warrants only that it will convey good title to the Products and that, at the time of shipment, the Products will conform to the published specifications of Seller. Seller's specifications are subject to change at any time without notice to Buyer. NO OTHER WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, IS MADE BY SELLER AND SELLER HEREBY DISCLAIMS ALL SUCH OTHER WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. Buyer must notify Seller of any claim with respect to Products, warranty, or any other claim under this Agreement within thirty (30) days of Seller's delivery of Products or such claim is waived. In the event of an alleged breach hereof by Seller, the sole remedy available to Buyer on account of any defect in the Products shall be limited to the replacement of such defective Products by Seller. In the event the remedy provided herein shall be deemed to have failed its essential purpose, then Buyer shall be entitled only to a refund of the amounts paid to Seller for such defective Products. Subject to the notification of claim provision above, no action for breach of the contract for sale or otherwise with respect to Products will be commenced more than one (1) year after the accrual of the cause of action thereto.
9. LIMITATION OF LIABILITY. SELLER'S LIABILITY FOR ANY CLAIM ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT WILL BE LIMITED TO THE NET PURCHASE PRICE ACTUALLY PAID TO SELLER FOR THE PRODUCTS INVOLVED. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES FOR ANY CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, OR TORT (INCLUDING NEGLIGENCE) OR OTHERWISE. Buyer assumes all risks and liability for any damage to persons or property resulting from the use of the Products delivered hereunder in manufacturing processes of Buyer or in combination with other substances or otherwise.
10. INDEMNIFICATION. BUYER SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND SELLER AND ITS AFFILIATES AND THEIR RESPECTIVE PRESENT OR FUTURE EMPLOYEES, OFFICERS, DIRECTORS, SHAREHOLDERS, INSURERS, AGENTS AND REPRESENTATIVES (COLLECTIVELY, "INDEMNIFIED PARTIES"), FROM ALL CLAIMS, LIABILITIES, DAMAGES, SUITS, PROCEEDINGS, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) (COLLECTIVELY, "LOSSES"), FOR ANY DAMAGE, INJURY, DEATH, LOSS OR DESTRUCTION OF ANY KIND RELATING TO OR ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, LOSS OR DAMAGE TO ANY PROPERTY OR INJURY TO OR DEATH OF ANY PERSON (INCLUDING, WITHOUT LIMITATION, BUYER OR ITS EMPLOYEES), WHETHER ARISING AS A WORKERS' COMPENSATION CLAIM OR UNDER THEORIES OF NEGLIGENCE, TORT, STRICT LIABILITY, INTENTIONAL MISCONDUCT, OR FAULT OF ANY KIND, AND EVEN IF THE RESULT OR ALLEGED RESULT OF THE CONDUCT, NEGLIGENCE, ERROR, OMISSION, OR BREACH OF THIS AGREEMENT OR NON-COMPLIANCE WITH APPLICABLE LAWS BY ANY INDEMNIFIED PARTIES. THIS PROVISION SHALL SURVIVE EXPIRATION OR TERMINATION OF THIS AGREEMENT.
11. SECURITY INTEREST. Buyer grants to Seller, and Seller retains, a security interest in all Products furnished by Seller and the proceeds thereof, until the purchase price therefor is fully paid. Seller may file any financing statements and give notice of such security interest to third parties as Seller may determine to be necessary to perfect such security interest.
12. LEGAL COMPLIANCE. Buyer and its employees/agents (1) will comply with all applicable U.S. federal, state, local and foreign laws and regulations, including the U.S. Export Administration Regulations, the U.S. Foreign Corrupt Practices Act, and the U.S. Patriot Act, as amended from time to time (collectively, "Laws"); (2) will not subject Seller to any claim, penalty or loss of benefits under the Laws; and (3) will cooperate with Seller in any audit/inspection relating to the Laws. Upon Seller's request, Buyer will deliver a certificate to Seller in a form provided by Seller, certifying such matters as requested by Seller, as required by the Laws, or pertaining to Buyer's intended use of the Products as represented to Seller.
13. MISCELLANEOUS. Matters arising out of or in connection with a sale hereunder will be governed by Kansas laws without regard to conflicts of law rules, and Buyer and Seller consent to the jurisdiction of Johnson County, Kansas courts. Buyer shall not assign this Agreement without Seller's prior written consent. This Agreement constitutes the entire agreement regarding the subject matter hereof; no modification may be made, unless in writing and signed by the parties; and no acknowledgment/acceptance of purchase order forms containing different/additional terms shall have force or effect. Seller's failure to enforce any provision will not be a waiver of its right to enforce such provision or any other provision then or thereafter. Any unenforceable provision shall be enforced to the extent it is enforceable. Any provision intended to survive shall survive this Agreement's termination/expiration and the consummation of the transactions contemplated hereunder.



GET MORE MILEAGE OUT OF YOUR DEICING RESOURCES



Thawrox® is the industry's premier deicing product, combining the performance of liquid deicing technology with proven melting effects of rock salt. Ice begins melting faster, product remains on road longer and works at lower temperatures. That equals enhanced levels of service, lower labor and no costly pre-wetting systems needed— so your deicing dollars go further than ever before.



To learn more,
call or visit us
online today:

1.800.323.1641

Thawrox.com

“Without having to invest in pumps and tanks to mix salt with liquid, anybody can use Thawrox and benefit from the features of liquid.”

- **Paul Johnson, C.E.T., C.S.T.**
Operations Manager
County of Wellington
Ontario, Canada

DO MORE FOR LESS

Quicker, longer and more effective performance using less salt.

- Reduces bounce and scatter — 95% stays in the targeted application area
- Good adhesion to roadway with continuing residual effects
- Reduces fuel and labor costs
- Works in cold temperatures (5°F / -15°C)
- Less wind-borne loss of finer salt
- Fewer trips to reload or eliminate an application run all together.

HANDLING WITHOUT HASSLES

Thawrox is pre-mixed for a precise, evenly blended product that uniformly covers 100% of the rock salt.

- Remove the need to install pre-wet equipment saving up to \$30,000 per new spreader
- Free flowing salt in stockpile from suppressed freeze point
- Reduces binding and clumping in the spreader
- Better coverage than pre-wetting techniques
- No on-site liquid storage or expensive application equipment necessary
- Eliminate risk of on-board pump failures, Thawrox is always wet when spread

OPERATIONAL SAVINGS

The savings you'll experience with Thawrox go well beyond the reduced investment in rock salt.

- Eliminate all maintenance costs related to pre-wet systems
- Fewer application trips leads to better allocation of equipment and optimizing routes.
- Reduces or eliminates the need for sand and sand clean up
- Reduces corrosion by 50% — extending the life of your equipment and roadway hardware
- Increase trade in or resale value of spreader

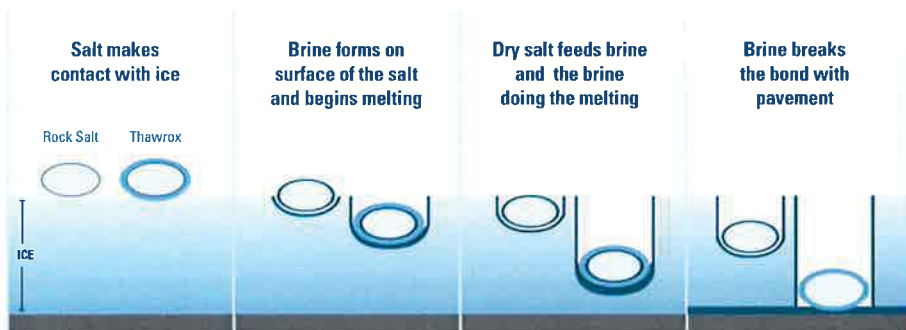
AN ENVIRONMENTAL SOLUTION

Thawrox has many environmental benefits:

- Natural, environmentally friendly additives
- Key contributor when implementing a salt management plan
- Safe, clear roads achieved with less overall product
- Significant reduction of chlorides entering the environment
- Non-staining colorant will not impact roadway, waterways or vegetation

FASTER MELTING ACTION EVEN AT LOW TEMPERATURES

The natural additives package applied to Thawrox more readily absorbs moisture, creating a brine more quickly than salt alone. The result is a longer, more efficient brine phase even at colder temperatures of 5°F (-15°C) so your roads get to bare pavement faster, as the season gets colder.



EQUIPMENT ACQUISITION AND FLEET MAINTENANCE COST

Spreading Thawrox does not require expensive pre-wet systems. These systems can cost up to \$30,000 per new spreader, based on feedback from agencies. The constant maintenance pre-wet systems require is an even larger financial burden. Agencies report up to \$8,000 annually per truck related to impact of pre-wet systems.



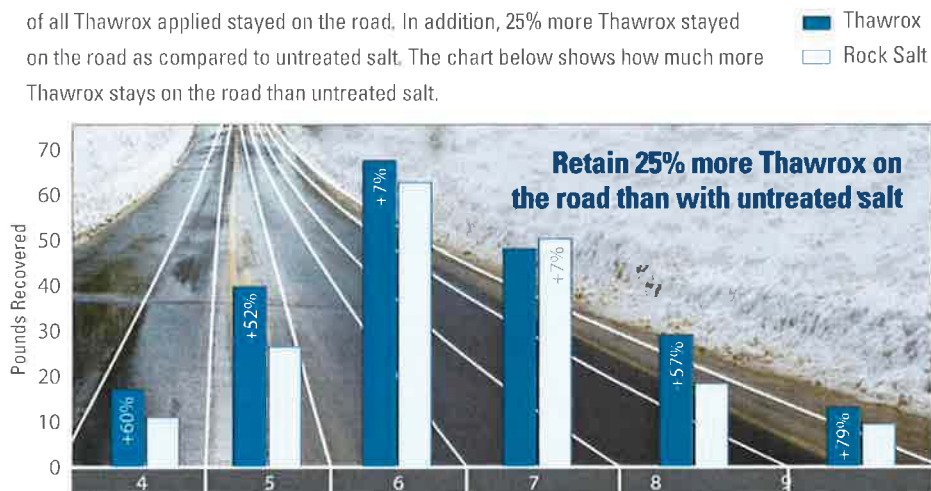
New spreader with pre-wet systems plus required maintenance.



New spreader without pre-wet system or utilize existing spreader.

LESS BOUNCE AND SCATTER—THAWROX STAYS PUT

In a bounce & scatter test in McHenry County, IL, results showed that 95% of all Thawrox applied stayed on the road. In addition, 25% more Thawrox stayed on the road as compared to untreated salt. The chart below shows how much more Thawrox stays on the road than untreated salt.



www.CompassMinerals.com

© 2016 Compass Minerals. All rights reserved.



"Initially I looked into pre-wetting and buying storage tanks, but I found that switching the fleet over to liquid-carrying capabilities was just too expensive."

- **Chris Mantha**
Operations Manager
City of Pembroke
Ontario, Canada

"We now have the ability to go through an entire route and come back with material left in the truck."

- **Mike Tout, C.E.T.**
Manager Road Operations
County of Brant
Ontario, Canada

For more information about making your operation more efficient with Thawrox, contact us today:

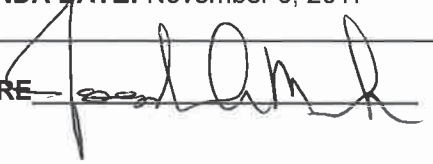
1.800.323.1641
Thawrox.com

CITY OF WEST CHICAGO

INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

Resolution No. 17-R-0062 - Contract Award - Rotary Hydrated Lime For Fiscal Year 2018

AGENDA ITEM NUMBER:4.B.**COMMITTEE AGENDA DATE:** November 2, 2017**COUNCIL AGENDA DATE:** November 6, 2017**STAFF REVIEW:** Joseph Munder, Water Treatment Plant Superintendent**SIGNATURE****APPROVED BY CITY ADMINISTRATOR:** Michael L. Guttman**SIGNATURE****ITEM SUMMARY:**

Rotary Hydrated Lime is one of the various chemicals used at the City's Water Treatment Plant. Approximately 1,900 tons of Rotary Hydrated Lime are used annually.

A Notice to Bidders was advertised in the Daily Herald on October 3, 2017, and sealed bids were opened on October 24, 2017. There were three (3) bids received. The low bidder was Mississippi Lime Company of St. Louis, Missouri, for a total contract price of \$332,405.00 (\$174.95/ton delivered). This represents a 2.62% increase over FY 2017 unit prices. A bid tab showing the results of the bid opening is attached.

Staff recommends that a contract be awarded to Mississippi Lime Company for the procurement of Rotary Hydrated Lime, at a unit price of \$174.95/ton delivered, for an amount not to exceed \$332,405.00 for FY 2018. Mississippi Lime Company has been delivering Rotary Hydrated Lime to the City's Water Treatment Plant for the past twelve years.

Adequate funds will be budgeted in the Water Fund, Water Treatment Plant Operations – Chemicals (06-34-48-4626) to cover this expenditure.

ACTIONS PROPOSED:

Approve Resolution No. 17-R-0062 authorizing the Mayor to execute a contract with Mississippi Lime Company of St. Louis, Missouri, for the procurement of Rotary Hydrated Lime, at a unit price of \$174.95/ton delivered, for an amount not to exceed \$332,405.00 for FY 2018.

COMMITTEE RECOMMENDATION:

RESOLUTION NO. 17 R-0062

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE
A CONTRACT WITH MISSISSIPPI LIME COMPANY FOR THE
PROCUREMENT OF ROTARY HYDRATED LIME FOR FY 2018**

BE IT RESOLVED by the City Council of the City of West Chicago, in regular session assembled, that the Mayor is hereby authorized to execute a Contract for the procurement of Rotary Hydrated Lime, between Mississippi Lime Company and the City of West Chicago, for an amount not to exceed \$332,405.00 for Fiscal Year 2018, in substantially the form attached hereto and incorporated herein as Exhibit "A".

APPROVED this 6th day of November, 2017.

AYES: _____

NAYES: _____

ABSTAIN: _____

ABSENT: _____

Mayor Ruben Pineda

ATTEST:

City Clerk Nancy M. Smith

City of West Chicago Tabulation of Bids 2018 Delivery of Rotary Hydrated Lime			Mississippi Lime Company 3870 S. Lindbergh Blvd., Suite 200 St. Louis, MO 63127	Carmeuse Lime & Stone 11 Stanwix Street, 21st Floor Pittsburgh, PA 15222	Lhoist North America 20947 White Sands Road Ste. Genevieve, MO 63670	
Date: October 24, 2017 1:20 P.M.						
Opened by: Joe Munder Recorded by: Ashley Cunningham						
ITEMS	Units	Quantity	Unit Price	Total	Unit Price	Total
1 Rotary Hydrated Lime	tons	1900.0	\$174.95	\$332,405.00	\$254.71	\$483,949.00
Total As Read				\$332,405.00		\$483,949.00
Total As Corrected				\$332,405.00		\$483,949.00
						\$583,509.00
						\$583,509.00

CITY OF WEST CHICAGO

INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

Resolution No. 17-R-0063 - Contract Award - Liquid Sodium Hypochlorite For Fiscal Year 2018

AGENDA ITEM NUMBER: 4.C.**COMMITTEE AGENDA DATE:** November 2, 2017**COUNCIL AGENDA DATE:** November 6, 2017**STAFF REVIEW:** Joseph Munder, Water Treatment Plant Superintendent**SIGNATURE** **APPROVED BY CITY ADMINISTRATOR:** Michael L. Guttman**SIGNATURE** _____**ITEM SUMMARY:**

Liquid Sodium Hypochlorite is one of the various chemicals used at the City's Water Treatment Plant in the treatment of the City's municipal water supply. Approximately 400 Tons of Liquid Sodium Hypochlorite are used annually.

A Notice to Bidders was advertised in the Daily Herald on October 3, 2017, and sealed bids were opened on October 24, 2017. There were two (2) bids received. The low bidder was Alexander Chemical Company of Peru, Illinois, for a total contract price of \$53,040.00. (\$132.60/ton delivered). This represents a 5.24% increase from FY 2017 unit prices. A bid tab showing the results of the bid opening is attached for additional clarification.

Staff recommends that a contract be awarded to Alexander Chemical Company for procurement of Liquid Sodium Hypochlorite, at a unit price of \$132.60/ton delivered, for an amount not to exceed \$53,040.00 for FY 2018. Alexander Chemical Company previously supplied Sodium Hypochlorite to the City in 2004, 2005, and 2006.

Adequate funds will be budgeted in the Water Fund, Water Treatment Plant Operations – Chemicals (06-34-48-4626) to cover this expenditure.

ACTIONS PROPOSED:

Approve Resolution No. 17-R-0063 authorizing the Mayor to execute a contract with Alexander Chemical Company of Peru, Illinois, for the procurement of Liquid Sodium Hypochlorite, at a unit price of \$132.60/ton delivered, for an amount not to exceed \$53,040.00 for FY 2018.

COMMITTEE RECOMMENDATION:

RESOLUTION NO. 17-R-0063

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE
A CONTRACT WITH ALEXANDER CHEMICAL COMPANY FOR THE
PROCUREMENT OF LIQUID SODIUM HYPOCHLORITE FOR FY 2018**

BE IT RESOLVED by the City Council of the City of West Chicago, in regular session assembled, that the Mayor is hereby authorized to execute a Contract for the procurement of Liquid Sodium Hypochlorite, between Alexander Chemical Company and the City of West Chicago, for an amount not to exceed \$53,040.00 for Fiscal Year 2018, in substantially the form attached hereto and incorporated herein as Exhibit "A".

APPROVED this 6th day of November, 2017.

AYES: _____

NAYES: _____

ABSTAIN: _____

ABSENT: _____

Mayor Ruben Pineda

ATTEST:

City Clerk Nancy M. Smith

<div>City of West Chicago</div> <div>Tabulation of Bids</div> <div>2018 Delivery of Liquid Sodium Hypochlorite</div>			<div>Alexander Chemical</div> <div>315 Fifth Street</div> <div>Peru, IL 61354-0599</div>		<div>Rowell Chemical Corp.</div> <div>15 Salt Creek Lane, Ste 205</div> <div>Hinsdale, IL 60521</div>	
Date: October 24, 2017 1:50 P.M.						
Opened by: Joe Munder						
Recorded by: Ashley Cunningham						
ITEMS			Unit	Unit		
			Price	Price	Total	
1 Liquid Sodium Hypochlorite			400.0	\$132.60	\$137.00	\$54,800.00
Total As Read				\$53,040.00	\$54,800.00	
Total As Corrected				\$53,040.00	\$54,800.00	

CITY OF WEST CHICAGO

INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

Resolution No. 17-R-0065- Contract Award - Liquid Carbon Dioxide for Fiscal Year 2018

AGENDA ITEM NUMBER: 4.D.**COMMITTEE AGENDA DATE:** November 2, 2017**COUNCIL AGENDA DATE:** November 6, 2017**STAFF REVIEW:** Joseph Munder, Water Treatment Plant Superintendent**SIGNATURE** **APPROVED BY CITY ADMINISTRATOR:** Michael L. Guttman**SIGNATURE** _____**ITEM SUMMARY:**

Liquid Carbon Dioxide is one of the various chemicals used at the City's Water Treatment Plant. Approximately 300 tons of Liquid Carbon Dioxide are used annually.

A Notice to Bidders was advertised in the Daily Herald on October 3, 2017, and sealed bids were opened on October 24, 2017. Two bids were received with MacCARB, Inc. of Elgin, Illinois, submitting the only responsible bid of \$125.00/ton delivered, for a total contract price of \$37,500.00. This represents a 7.41% decrease over FY 2017 unit prices. The City did receive a lower bid from Air Products of Allentown, Pennsylvania; however, its bid included substantial contract changes that are not acceptable to the City. A bid tab showing the results of the bid opening is attached.

Staff recommends that a contract be awarded to MacCARB, Inc. for procurement of Liquid Carbon Dioxide, at a unit price of \$125.00/ton delivered, for an amount not to exceed \$37,500.00 for FY 2018.

Adequate funds will be budgeted in the Water Fund, Water Treatment Plant Operations – Chemicals (06-34-48-4626) to cover this expenditure.

ACTIONS PROPOSED:

Approve Resolution No. 17-R-0065 authorizing the Mayor to execute a contract with MacCARB, Inc. of Elgin, Illinois, for the procurement of Liquid Carbon Dioxide, at a unit price of \$125.00/ton delivered, for an amount not to exceed \$37,500.00 for FY 2018.

COMMITTEE RECOMMENDATION:

RESOLUTION NO. 17-R-0065

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE
A CONTRACT WITH MACCARB, INC. FOR THE PROCUREMENT OF
LIQUID CARBON DIOXIDE FOR FY 2018**

BE IT RESOLVED by the City Council of the City of West Chicago, in regular session assembled, that the Mayor is hereby authorized to execute a Contract for the procurement of Liquid Carbon Dioxide, between MacCARB, Inc. and the City of West Chicago, for an amount not to exceed \$37,500.00 for Fiscal Year 2018, in substantially the form attached hereto and incorporated herein as Exhibit "A".

APPROVED this 6th day of November 2017.

AYES: _____

NAYES: _____

ABSTAIN: _____

ABSENT: _____

Mayor Ruben Pineda

ATTEST:

City Clerk Nancy M. Smith

City of West Chicago Tabulation of Bids 2018 Delivery of Carbon Dioxide Date: October 24, 2017 1:10 P.M. Opened by: Joe Munder Recorded by: Ashley Cunningham				Air Products & Chemicals, Inc. 7201 Hamilton Blvd. Allentown, PA 18195	MacCarb, Inc. 2430 Millennium Dr. Elgin, IL 60124	Praxair, Inc. 7000 High Grove Blvd. Burr Ridge, IL 60527-7595
				No Bid		
ITEMS	Units	Quantity	Unit Price	Total	Unit Price	Total
1 Carbon Dioxide	tons	300.0	\$114.00	\$34,200.00	\$125.00	\$37,500.00
Total As Read				\$34,200.00		No Bid
Total As Corrected				\$34,200.00		No Bid



EXCEPTIONS TO WATER TREATMENT PLANT CHEMICALS 2018 DELIVERY OF CARBON DIOXIDE

Air Products and Chemicals, Inc. ("Seller") submits the following exceptions to City of West Chicago ("Buyer") in response to Buyer's request for bid proposals for Water Treatment Plant Chemicals – 2018 Delivery of Carbon Dioxide ("Contract") for carbon dioxide ("Product"). The following terms and conditions shall apply notwithstanding anything to the contrary in the Contract:

Seller warrants that the Product delivered under the Contract shall conform to the specifications listed below. THIS WARRANTY IS SELLER'S SOLE WARRANTY AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, IN FACT OR BY LAW, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND SELLER'S SOLE LIABILITY FOR BREACH OF WARRANTY SHALL BE REPLACEMENT OF ANY PRODUCT THAT DOES NOT MEET SPECIFICATIONS, AT SELLER'S SOLE COST.

Specification: 99.8%

Seller shall not be liable in contract (by way of breach, insurance, indemnity or otherwise) or tort (including negligence and strict liability) for (i) any indirect, special or consequential damages in connection with its performance or nonperformance of the Contract, (ii) liabilities arising from the negligence, acts, errors or omissions of Buyer or its officials, employees, invitees or agents or any other third party, or (iii) due to events beyond the reasonable control of Seller. Seller's total cumulative liability under the Contract shall not exceed the total price of the Contract during the term thereof.

Seller's pricing and supply offer hereunder are predicated on the supply of Product from its producing facility(ies) located in Monroe, WI.

Air Products will provide evidence of insurance, but will not name Buyer as an additional insured.

CITY OF WEST CHICAGO

INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

Resolution No. 17-R-0066 - Adopt-A-Highway Program -
Ball Horticultural Company

AGENDA ITEM NUMBER: 4.E.

COMMITTEE AGENDA DATE: November 2, 2017
COUNCIL AGENDA DATE: November 6, 2017

STAFF REVIEW: Tim Wilcox, Assistant Director of Public Works

SIGNATURE 

APPROVED BY CITY ADMINISTRATOR: Michael L. Guttman

SIGNATURE _____

ITEM SUMMARY:

On June 5, 1995, the City of West Chicago adopted Ordinance No. 2904, which established an Adopt-A-Highway Program with respect to the collection of litter in the street right-of-way within the corporate limits of the City with various civic, not-for-profit organizations, and other commercial and private enterprises.

Ball Horticultural Company has submitted an application for participation in the City's Adopt-A-Highway Program to collect litter within the right-of-way of Roosevelt Road (Illinois Route 38) between Town Road and Washington Street.

Staff recommends approval of the attached application/Agreement and Resolution No. 17-R-0066.

ACTIONS PROPOSED:

Approve Resolution No. 17-R-0066 authorizing the Mayor to execute an Agreement pursuant to the Illinois Adopt-A-Highway Act between the City of West Chicago and Ball Horticultural Company for maintenance of Roosevelt Road (Illinois Route 38) between Town Road and Washington Street.

COMMITTEE RECOMMENDATION:

RESOLUTION NO. 17-R-0066

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE
AN AGREEMENT PURSUANT TO THE ILLINOIS ADOPT-A-HIGHWAY ACT
BETWEEN THE CITY OF WEST CHICAGO AND BALL HORTICULTURAL
COMPANY FOR MAINTENANCE OF ROOSEVELT ROAD (ILLINOIS ROUTE
38) BETWEEN TOWN ROAD AND WASHINGTON STREET.

BE IT RESOLVED by the City Council of the City of West Chicago, in
regular session assembled, that the Mayor is hereby authorized to execute an
Agreement pursuant to the Illinois Adopt-A-Highway Act between the City of West
Chicago and Ball Horticultural Company, in substantially the form attached hereto and
incorporated herein as Exhibit "A".

APPROVED this 6th day of November, 2017

AYES: _____

NAYES: _____

ABSTAIN: _____

ABSENT: _____

Mayor

ATTEST:

City Clerk



ADOPT-A-HIGHWAY PROGRAM

City of West Chicago
Attn: Director of Public Works
Public Works Department
475 Main Street
West Chicago, IL 60185
Phone: 630/293-2255

Organization Name: Ball Horticultural Company
Name of President / Chairman: Anna Ball
Name of Applicant: Bethany Brown
Telephone: 630-588-3130 | 630-607-2798
(Days) Work (Evenings) Home
Mailing Address: 622 Town Road, West Chicago 60185 (Building K)

Approval is hereby requested to enter within public right-of-way to perform litter removal along the following highway:

Highway Name: Route 38
(See list of available sections provided as Attachment B)

Beginning at: Town Road

Ending at: Washington Street

Applicant: Bethany Brown By: Bethany H. Brown
(Please Print or Type) (Signature of Applicant)

APPLICATION PROCESS:

Please submit this completed application to the City of West Chicago by mail or hand delivery to City Hall, 475 Main Street West Chicago, Illinois 60185 to the attention of Robert Flatter, Director of Public Works. Once the application is received Public Works will submit a recommendation to the City Council for approval. Adopt-A-Highway applications will be approved at City Council meetings, which are held on the first and third Monday of every month. If approved the Public Works Department will contact the group's applicant, via letter to inform them of further instructions. Please review the attached list of responsibilities for Adopt-A-Highway groups and the City of West Chicago.

AGREEMENT

PURSUANT TO THE ILLINOIS ADOPT-A-HIGHWAY ACT

THIS AGREEMENT is made and entered into this 6th day of November, 2017, by and between the City of West Chicago, an Illinois Municipal Corporation (the “CITY”), and Ball Horticultural Company (the “GROUP”) (the CITY and the GROUP being collectively referred to as the “PARTIES”).

WITNESSETH

WHEREAS, the CITY is s a home rule unit of local government exercising the powers conferred upon such units of local government pursuant to the Illinois Municipal Code (65 ILCS, Act 5); and,

WHEREAS, the CITY as authorized to contract and otherwise associate with individuals, associations and corporations in any manner not prohibited by law or ordinance pursuant to Article VII, Section 10 (Intergovernmental Cooperation) of the Constitution of the State of Illinois; and,

WHEREAS, the CITY is authorized to establish an Adopt-A-Highway program with respect to street rights-of-way within the corporate limits of the CITY, and to contract with civic and not-for-profit organizations and commercial and private enterprises with respect to the collection of litter along such street rights-of-way, pursuant to the Illinois Adopt-A-Highway Act (the “ACT”) 605 ILCS 120/1 et seq.; and,

WHEREAS, the CITY has established procedures for applications for, and participation in, the CITY’S Adopt-A-Highway program; and,

WHEREAS, the GROUP desires, and has made application, to participate in the CITY'S Adopt-A-Highway program, on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the PARTIES do hereby agree as follows:

ARTICLE I

INCORPORATION OF RECITALS

The PARTIES hereby confirm the truth and validity of their respective representations and recitations set forth in the foregoing recitals and do further acknowledge that they are material to this Agreement. Such recitals are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Article I.

ARTICLE II

INCORPORATION OF ACT

The PARTIES acknowledge that the Adopt-A-Highway program is governed by the ACT. The ACT, a copy of which is attached hereto and incorporated herein as Exhibit "A", is hereby incorporated into and made a part of this Agreement as though it was fully set forth in this Article II.

ARTICLE III

ADOPTED SECTION OF STREET RIGHTS-OF-WAY

The PARTIES hereby agree that the section, or sections, of street rights-of-way described in Exhibit “B”, attached hereto and incorporated herein, shall be the GROUP’S adopted section, or sections, as that term is defined in the ACT.

ARTICLE IV

GROUP ACKNOWLEDGEMENT, INDEMNITY AND BINDING EFFECT

The GROUP acknowledges the hazardous nature of the work involved in the Adopt-A-Highway program. The GROUP agrees to comply with all of the terms and conditions set forth in the ACT, and the terms and conditions set forth in Chapter 15, Article II of the CITY’S Code of Ordinances.

The GROUP agrees to indemnify, assume all liability for and hold the State of Illinois and the CITY, their respective officers, agents and employees, harmless from any and all claims of action, including all costs and attorneys’ fees in connection therewith, resulting from the GROUP’S members, volunteers and/or employees work in the Adopt-A-Highway program, except for the negligent acts of the State, the CITY, and their respective officers, agents or employees.

The GROUP further agrees that its members, volunteers and employees are jointly and severally bound by the terms and conditions of this Agreement.

ARTICLE V

RESPONSIBILITIES OF THE GROUP

The GROUP agrees to fulfill all of the responsibilities set forth at Section 25 of the ACT (605 ILCS 120/25), heretofore incorporated herein as Exhibit "A", in connection with the Adopt-A-Highway program. The GROUP further agrees that:

- A. No person shall participate in any litter collection activities pursuant to the Adopt-A-Highway program unless and until the GROUP has obtained and submitted to the CITY a release, in the form attached hereto and incorporated herein as Exhibit "C", executed by such person or, if such person is under eighteen (18) years of age, the parent or guardian of such person.
- B. The GROUP shall schedule all litter collection activities with the CITY'S Director of Public Works not less than seven (7) days prior to such activities, and shall at that time submit any participant releases not previously submitted and /or new releases for any participants who have attained the age of eighteen (18) years and for whom releases executed by a parent or guardian were previously submitted to the CITY.
- C. The GROUP shall not schedule any litter collection activities prior to the month of April, nor after the month of November, in any year.
- D. The GROUP shall not undertake any litter collection activities before dawn or after dusk on any day, or during any period of inclement weather.
- E. The GROUP shall not undertake any litter collection activities without first having posted temporary warning signs to inform motorists that work is being conducted along the adopted section(s) of street right-of-way, which signs shall be supplied by the CITY.
- F. The GROUP shall provide safety vests, gloves and litter pick up equipment for clean up activities.

ARTICLE VI

RESPONSIBILITIES OF THE CITY

The CITY agrees to fulfill all of the responsibilities set forth at Section 30 of the ACT (605 ILCS 120/30), heretofore incorporated herein as Exhibit "A", in connection

with the Adopt-A-Highway program, and to supply garbage bags and temporary warning signs to the GROUP or posting as provided hereinabove.

ARTICLE VII

REPRESENTATIVES OF THE CITY AND GROUP

The Director of Public Works of the CITY shall be the Director, as that term is defined in the ACT, of the Adopt-A-Highway program. The persons whose names are ascribed to this Agreement above the titles of president and coordinator shall be the respective GROUP President and GROUP Coordinator, as those terms are defined in the ACT, for the GROUP with respect to the Adopt-A-Highway program.

ARTICLE VII

TERM

The term of this Agreement shall be for two (2) years from and after the day and year first above written, unless sooner terminated as provided in the ACT.

ARTICLE IX

NOTICES

All notices hereunder shall be in writing and must be served either personally or by registered or certified mail to:

- | | | |
|----|---------------|--|
| A. | The CITY at: | CITY OF WEST CHICAGO
Robert Flatter P.E., Director of Public Works
475 Main Street
West Chicago, Illinois 60185 |
| B. | The GROUP at: | Ball Horticultural Company
Attn: Bethany Brown
622 Town Road
West Chicago, IL 60185 |