PASSED: APRIL 11, 2022

AUTHORIZING AN ACCESS AND REMEDIATION AGREEMENT WITH NICOR GAS AND COMMONWEALTH EDISON.

WHEREAS, the City of DeKalb (the "City") is a home rule unit of local government and may exercise any power and perform any function pertaining to its government and affairs pursuant to Article VII, Section 6, of the Illinois Constitution of 1970; and

WHEREAS, the City is the owner of property located at 1316 Market Street, DeKalb, Illinois that is currently used for the City's fleet maintenance, equipment storage, and salt storage (the "Property"); and

WHEREAS, the City, Nicor Gas Company ("Nicor"), and Commonwealth Edison Company ("ComEd") negotiated an agreement in the form attached hereto and incorporated herein as Exhibit A (the "Agreement") to allow Nicor and ComEd, at their sole cost and expense, to conduct environmental remediation of the Property, including the demolition, relocation; and replacement of the City's salt storage and other equipment; and

WHEREAS, the City's corporate authorities find that it is in the City's best interests for the promotion of the public health, morals and welfare to approve the Agreement; and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF DEKALB, ILLINOIS:

SECTION 1: The above recitals are true, correct, material, adopted and incorporated herein as Section 1 to this resolution.

SECTION 2: The City's corporate authorities approve, authorize, and direct the City Manager to execute the Agreement.

SECTION 3: This resolution and each of its terms shall be the effective legislative act of a home rule municipality without regard to whether such resolution should (a) contain terms contrary to the provision of current or subsequent non-preemptive state law, or (b) legislate in a manner or regarding a matter not delegated to municipalities by state law. It is the intent of the City's corporate authorities that to the extent that the terms of this resolution should be inconsistent with any non-preemptive state law, this resolution shall supersede state law within its jurisdiction.

SECTION 4: This resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois at a Regular meeting thereof held on the 11th day of April 2022 and approved by me as Mayor on the same day. Passed by an 8-0 roll call vote. Aye: Morris, Larson, Smith, Perkins, McAdams, Verbic, Faivre, Barnes. Nay: None.

COHEN BARNES, Mayor

TEST:

Ruth A. Scott, Executive Assistant

ACCESS AND REMEDIATION AGREEMENT

This Access and Remediation Agreement ("Agreement") is made and entered into on the last date signed below (the "Execution Date"), by and between, on the one hand, Nicor Gas Company ("Nicor") and Commonwealth Edison Company ("ComEd," together with Nicor, the "Utilities" and each a "Utility"), and, on the other hand, the City of DeKalb, an Illinois home rule municipal corporation ("City"). The Utilities and the City shall sometimes hereinafter collectively be referred to as the "Parties" or individually as a "Party."

RECITALS

WHEREAS, the City is the owner of certain property in DeKalb, Illinois, located at 1316 Market Street and depicted on Exhibit A attached hereto (the "City Property") comprising approximately 0.5 acres;

WHEREAS, the City Property is located within the boundary of the former DeKalb manufactured gas plant ("MGP Site"), as further depicted on Exhibit A;

WHEREAS, predecessors of the Utilities produced fuel gas for lighting, heating, and cooking at a manufactured gas plant ("MGP") situated on the MGP Site from approximately 1901 to 1941;

WHEREAS, the boundary of the MGP Site is approximately 3.0 acres and is currently comprised of the City Property; certain real estate owned by Nicor, comprising approximately 2.5 acres (the "Nicor Property"); and a portion of the 14th Street right-of-way;

WHEREAS, the Utilities have conducted one or more environmental investigations to evaluate the potential presence of chemicals at or near the MGP Site, potentially generated by MGP operations (the "MGP Chemicals"). Such investigations were conducted, and continue to be conducted, in a manner consistent with the Illinois Environmental Protection Agency ("IEPA") Site Remediation Program ("SRP"), 415 ILCS 5/58;

WHEREAS, the Utilities' environmental investigations at the City Property have been heretofore conducted pursuant to previous agreements between the Parties, including an Access Agreement dated February 9, 2012 (the "Site Investigation Access Agreement") between the City and the Utilities;

WHEREAS, the Utilities seek to conduct environmental remediation of the MGP Site, including the City Property, relating to MGP Chemicals that have been identified at the MGP Site, including on and under portions of the City Property, such remediation to be as described, and subject to the terms, set forth below;

WHEREAS, consistent with the SRP, the Utilities have submitted a Revised Remediation Objectives Report / Remedial Action Plan dated December 2020 that addresses the Nicor Property, the Offsite Study Area and a portion of the 14th Street right-of-way (the "Nicor/Off-Site Properties RAP") to IEPA for its approval;

WHEREAS, following the completion of activities under the final and IEPA-approved Nicor/Off-Site Properties RAP, the Utilities will seek, and anticipate that the IEPA will issue, a No Further Remediation ("NFR") Letter pursuant to Section 58.10 of the Illinois Environmental Protection Act and the SRP with respect to MGP Chemicals located on and under property addressed in the Nicor/Off-Site Properties RAP;

WHEREAS, the Utilities will submit to IEPA for its approval, a Supplemental Site Investigation / Remediation Objectives Report / Remedial Action Plan that addresses only the City Property (the "City Property RAP");

WHEREAS, following the completion of activities under the final and IEPA-approved City Property RAP, the Utilities will seek, and anticipate that the IEPA will issue, a separate NFR Letter pursuant to Section 58.10 of the Illinois Environmental Protection Act and the SRP with respect to MGP Chemicals located on and under the City Property;

WHEREAS, the City Property is currently used by the City for fleet maintenance, equipment storage, and salt storage;

WHEREAS, a salt storage dome (the "Current Salt Dome"), a liquid deicing station which includes two associated chloride tanks, and a portion of the fleet maintenance garage building (the "Garage Building") are located on the City Property;

WHEREAS, remediation of the City Property is not feasible unless the Current Salt Dome is vacated and demolished, and the liquid deicing station with two associated chloride tanks is relocated:

WHEREAS, subject to the terms and conditions of this Agreement, the Utilities agree to demolish the Current Salt Dome, and to fund the relocation of the liquid deicing station which includes two chloride tanks and the construction of a replacement salt dome on other property owned by the City, predicated entirely upon the City's implementation of the terms of this Agreement and otherwise cooperating with the Utilities' work remediating the MGP Site, as described herein; and

WHEREAS, the current and future owners of the City Property will receive substantial benefit by the remediation of the City Property by the Utilities.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and the mutual promises hereinafter set forth, the Parties agree as follows:

1. <u>Incorporation of Recitals</u>. The foregoing Recitals are true and accurate, and are incorporated in this Agreement.

2. The Remediation.

(a) Subject to the terms of this Agreement, the Utilities will conduct, solely at their control and direction, and with the approval of the IEPA, an environmental remediation of the

MGP Chemicals located at the City Property (the "Remediation") pursuant to standards proposed by the Utilities, as described in the City Property RAP and approved by the IEPA under the SRP.

- (b) The Remediation, which includes the demolition of the Current Salt Dome, shall be conducted in compliance with all applicable laws and regulations. The Utilities will pay all costs of the Remediation. The Utilities expect the Remediation to be conducted pursuant to a schedule set forth in the City Property RAP, which schedule is subject to change. Without any admission of liability by the Utilities, Nicor will be listed as the "generator" of materials removed from the City Property for purposes of all waste manifests.
- (c) The Parties understand and agree that the Utilities retain the right to ask the IEPA to modify the remediation objectives identified in the City Property RAP and otherwise modify the City Property RAP based on subsequent developments including information gained in the process of conducting the Remediation. Notwithstanding the preceding, the Utilities will not, without the consent of the City (which consent shall not be unreasonably withheld, conditioned or delayed) seek to modify the City Property RAP so as to expand the area of Remediation on the City Property in a manner that could reasonably be expected to interfere with access to, and use of, the Garage Building.
- (d) The City acknowledges and agrees that the Utilities shall not be responsible for remediating chemicals that were not generated by MGP operations ("non-MGP Chemicals") found at the City Property.
- (e) The Utilities shall utilize reasonable efforts to obtain an NFR Letter from the IEPA upon completion of the Remediation, but the City acknowledges that the issuance of an NFR Letter is subject to the actions of the IEPA. The failure of the IEPA to issue an NFR Letter upon completion of the Remediation in accordance with the City Property RAP, after

the Utilities have utilized reasonable efforts to obtain a NFR Letter, shall not constitute or be deemed to be a failure on the part of the Utilities to have carried out the Remediation. "Remediation Completion" shall be the earlier of (i) the date of issuance of an NFR Letter by IEPA for the City Property or (ii) 12 months from the date of the Utilities' submission of the RACR for the City Property.

- (f) After completion of Remediation activities on the City Property, the Utilities shall remove the barrier fence described in Paragraph 4(d) and install asphalt in any area on City Property where excavation activities occurred (the "Restoration").
- 3. Institutional Controls. Without limiting the provisions of Paragraph 2 hereof, the expectation of the Parties is that the Remediation, when performed in accordance with the City Property RAP, will result in issuance of an NFR Letter with minimal or no further restrictions upon the use of the City Property. Notwithstanding the preceding, the City acknowledges and agrees that as part of the Remediation, "institutional controls" or "building control technologies," as defined in 35 I AC§742.200, may be required on the City Property (collectively, "Controls"). Controls may include, but are not limited to, a restriction on the future property uses; permanent engineered barriers; a prohibition on the installation and use of groundwater use wells; a requirement that any structure built on the City Property have a full concrete slab-on-grade foundation or a full concrete basement floor and walls; the installation and use of building control technologies; ongoing groundwater monitoring requirements; and reliance on a site-specific groundwater ordinance (as further discussed in Paragraph 6). The City acknowledges that Controls may constrain the future use of the City Property. Any groundwater monitoring required by IEPA on City Property as a condition for the NFR Letter shall be the responsibility of the Utilities. The City and any other future owner of the City Property shall be required to construct, maintain, and abide by any other Controls. If Controls are imposed, documents evidencing such Controls, such as an NFR Letter, shall be recorded with the

Office of the Recorder of Deeds of DeKalb County, Illinois. Such recording shall be at the sole expense of the Utilities, with the cooperation of the City.

4. Access to the City Property.

- (a) The Parties hereby agree that the existing Site Investigation Access Agreement is terminated as of the Execution Date in this Agreement.
- (b) For purposes of conducting the Remediation, conducting additional investigation and testing before or after the Remediation, and otherwise complying with the terms and requirements of this Agreement and the City Property RAP, the City hereby grants to the Utilities, including their officers, directors, contractors, subcontractors, employees, representatives, and other personnel (collectively, "Utilities Personnel"), access to and control of the City Property as described herein. Access to the City Property by the Utilities Personnel shall be limited to those workers who are reasonably required to perform the tasks described herein, but the Utilities will not have any obligation to provide lists in advance or for the City's approval of specific Utilities Personnel entering the City Property under this Agreement.
- (c) The Utilities' right of access hereunder shall commence on the Execution Date for the limited purposes of evaluating the City Property, including additional sampling of soil and water, and preparing to conduct the Remediation. The Utilities' right of access prior to the Remediation Access Date (as defined below) shall not be exclusive.
- (d) At the commencement of the Remediation, the Utilities shall erect a barrier fence around the portion of the City Property to designate a work area for conducting the Remediation (the "Remediation Work Area.") An approximate location of the fence is depicted on Exhibit A; the actual location may vary and shall be determined solely by the Utilities. The Utilities shall have exclusive access to the Remediation Work Area for purposes of the Remediation commencing on the earlier of December 1, 2022 or a mutually agreed upon

date (the "Remediation Access Date") and continuing until the Restoration is complete (the "Remediation Access Period").

- (e) During the Remediation Access Period, the City and its qualified employees, contractors, and representatives (collectively, "City Personnel") shall be permitted access to the City Property outside of the Remediation Work Area, subject to such controls (including timing) as the Utilities may reasonably impose so as not to interfere with the safe and efficient conduct of the Remediation. Commencing upon the end of the Remediation Access Period, City Personnel shall have the same access to and control of the Remediation Work Area that it had prior to the start of the Remediation Access Period.
- (f) Commencing upon the end of the Remediation Access Period, the Utilities shall continue to have access to the City Property for purposes of conducting activities that may, in the reasonable view of the Utilities, be necessary, for example, conducting inspections, taking samples, and removing or sealing groundwater wells. The right of access described in this sub-Paragraph (f) shall be non-exclusive and shall be known as the "Future Access." With respect to the Future Access, the Utilities shall take reasonable steps to avoid unreasonable interference with the use of the City Property by the City, to the extent reasonably practical in light of the access required, and the Utilities shall make reasonable efforts to provide notice to the City prior to accessing the City Property.

5. Compensation for Salt Dome Activities.

(a) The City agrees that, in consideration for the Utilities performing and paying for the Remediation pursuant to the terms herein, the City must promptly conduct "the City's Salt Storage Activities," (or "City SSA") which are: (i) before the Remediation Access Date, arrange for and complete relocation of the liquid deicing station and the construction of a replacement salt dome on City-owned or controlled property not located within the MGP Site

(the "Replacement Salt Dome" or "RSD"); and (ii) before the Remediation Access Date, move salt and associated chloride tanks from the Current Salt Dome to the site of the RSD. The City must conduct the City SSA before the Remediation Access Date.

- (b) Upon the Execution Date, to the extent not already commenced, the City shall commence its process for contracting for design of the RSD and procurement of materials for its construction.
- c) The City will perform certain of the City's Salt Storage Activities using its own employees and equipment, and has provided the Utilities with a detailed not-to-exceed estimate for the cost of this work as depicted in Exhibit B attached hereto (the "City SSA Work Estimate"). An independent third-party has evaluated the City's cost estimate and concluded that the costs are reasonable. The City shall keep an accounting of its costs on a time and materials basis and shall provide documentation thereof to the Utilities with its certification (described below) for purposes of the payment described in Paragraph 5(f)(v).
- (d) Within 120 days after the Execution Date, the City shall notify the Utilities of the cost to construct the RSD and relocate the liquid deicing station, which cost shall be determined by a competitive bidding process conducted by the City (the "RSD Construction Bid Amount"). The RSD shall be comparable in capacity, materials, and functionality to the Current Salt Dome. The bid(s) selected for acceptance by the City is subject to the Utilities' review and approval, which approval shall not be unreasonably withheld. The Utilities shall be responsible for compensation to the City of the specific amount stated in the accepted bid(s) or the City's actual costs incurred to construct the RSD and relocate the liquid deicing station, whichever is less.
- (e) The Utilities agree that it is a material part of the consideration to be provided to the City for entering into this Agreement that the City be provided compensation to conduct

the City SSA. The Utilities shall compensate the City in accordance with the Payment Schedule. Except with respect to the first and last Milestones, the Utilities will pay within 30 days of receiving a certification from the City of completion of the specified milestones (see Exhibit C "Certificate as to Achievement of Construction Milestone", or "Certificate") and delivered in accordance with the provisions of Paragraph 20. With respect to the last Milestone, the Utilities will pay within sixty (60) days of the Utilities' receipt of both: (i) the applicable Certificate, and (ii) documentation of the City's total cost to complete construction of the RSD and relocation of the liquid deicing station.

- (f) Payment Schedule and Milestones:
 - (i) \$160,250 within 30 days of the Execution Date for the design work and procurement of construction materials under 5(b);
 - (ii) 20% of the RSD Construction Bid Amount upon the signing by the City of the contract(s) resulting from the approved bid(s) described in Paragraph 5(d);
 - (iii) 30% of the RSD Construction Bid Amount at the commencement of the RSD construction; and
 - (iv) 50% of the RSD Construction Bid Amount at RSD construction completion, or the remaining amount that is the actual cost of RSD construction, whichever is less.
 - (v) At RSD construction completion, 100% of the City SSA Work Estimate or the actual amount based upon time and materials, whichever is less.
 - (vi) At RSD construction completion, the actual costs incurred for design of the RSD and procurement of construction materials, less the amount paid to the City pursuant to Paragraph 5(f)(i). If the actual costs were

less than the amount paid to the City pursuant to Paragraph 5(f)(i), the Utilities shall be entitled to a credit to be applied for any amounts owed to the City at construction completion pursuant to Paragraph 5(f)(v).

- (g) Upon the Remediation Access Date, the City hereby authorizes the Utilities to cause the Current Salt Dome to be demolished at the Utilities' sole expense.
- (h) The Utilities' sole obligation with respect to the City's facilities for storage of salt and the liquid deicing station with associated chloride tanks shall be to pay the City the amounts in Paragraphs 5(e) and (f) above (collectively, "the Salt Dome Payments"). The City shall receive no interest and no interest will accrue on the amounts owed by the Utilities, provided the Utilities make payments as agreed in this Agreement. The Parties stipulate and agree that the Salt Dome Payments are the full amounts that the Utilities are liable to pay. The Utilities shall have no obligation to construct or to enter into any contract for the construction or procurement of the RSD.
- 6. <u>City Cooperation</u>. The City agrees to reasonably cooperate with the Utilities for purposes of the Utilities' performance of this Agreement, including but not limited to: (a) providing full and complete access to the City Property, as set forth in Paragraph 4; (b) conducting the City's Salt Storage Activities in a timely manner as described herein; (c) assisting the Utilities in communications with any government agency or any other third party, including the public and media, regarding the MGP Site or the Remediation; (d) providing to the Utilities assistance in obtaining any necessary permits or approvals from other government agencies or third parties in order to conduct the Remediation, including demolition of the Salt Dome, and imposition of a site-specific groundwater ordinance for the Property to restrict potable use of groundwater, if required; (e) implementing, maintaining and abiding by Controls associated with the Remediation and the NFR Letter(s) for the

City Property, as set forth in Paragraph 3; and (f) signing any and all other documents necessary to implement, complete, and finalize the Remediation and to obtain and record the NFR Letter.

- 7. <u>Utilities' Reservation of Rights.</u> Notwithstanding anything in this Agreement to the contrary, the Utilities' agreement to conduct the Remediation, Restoration, or any activity under this Agreement, or to enter into this Agreement shall not be deemed to be: (a) a waiver by either of the Utilities of any and all claims or rights against any entity or party to recover any costs, damages, or expenses incurred as the result of the presence of MGP Chemicals or any other chemicals on or about the MGP Site; or (b) a waiver by either of the Utilities of any defense or affirmative defense to any claim or counterclaim, including any claim or counterclaim of the City, against either Utility for contribution or otherwise. The Utilities expressly reserve any and all rights to take any legal action relating to the Remediation, Restoration, any activity under this Agreement, or the MGP Site, against any party or person or entity, including seeking reimbursement or recovery of any and all losses, costs, damages, and expenses relating to the Remediation and Restoration of the MGP Site, provided, however, that the Utilities shall not seek to recover from the City the costs of the Remediation and Restoration or the costs of performing its obligations under this Agreement.
- 8. <u>Title to the Property</u>. As a specific inducement to the Utilities, and with knowledge that the Utilities will rely on such information in performance of the Remediation, the City represents and warrants that it is the owner of the City Property in fee simple. The City Property is not subject to any easement, mortgage, indenture, license, or other restriction, whether of record or not, that would limit the ability of the Utilities to conduct the Remediation. If the consent of any third party holding an interest in the City Property is or might reasonably be required in order for the Utilities to conduct the Remediation, the City represents and warrants that such consent has been obtained.
- 9. <u>NCP Compliance</u>. The Parties have agreed that they will not raise, as either a defense or claim in any dispute, litigation, or cause of action between them, that the activities performed and

their associated costs pursuant to this Agreement do not comply with or are in any manner inconsistent with or insufficient or unnecessary under the National Oil and Hazardous Substances Pollution Contingency Plan, 40 C.F.R. Part 300 (2012), or any subsequent revision thereto ("NCP").

- 10. Non-Admission of Liability. By entering into and reaching this Agreement, none of the Parties admit or acknowledge any liability to each other or to any other entity or person for the Remediation and associated activities, the environmental conditions addressed by the Remediation, or any other environmental conditions at the MGP Site or otherwise, and, except as stated in this Agreement, the Parties reserve any and all claims and defenses. Nothing in this Agreement nor any action taken in the negotiation, performance, or furtherance of this Agreement shall be used to constitute or support a claim by any Party to this Agreement that it is a "prevailing party" in any action or that it is otherwise entitled to receive fees, costs, or expenses from any of the other Parties in connection with or as a consequence of the negotiations, performance, or furtherance of this Agreement, except as expressly agreed herein. The Parties agree that this Agreement is limited to the matters described in this Agreement and does not affect the relationship of the Parties with respect to any other matter, including, without limitation, the presence of non-MGP Chemicals and/or other non-native wastes on or about the MGP Site.
- Approval by Government Agencies. The Utilities shall be relieved of all obligations to conduct the Remediation and to fund any portion of the City's Salt Storage Activities described in Paragraphs 5(a) if (a) any government agency whose approval is required rejects any aspect of the Remediation as proposed by the Utilities after the Utilities' reasonable efforts to obtain the agency's approval; or (b) any government agency whose approval is required denies the Utilities' permits, applications, or other approval requests that refer or relate to the Remediation after the Utilities' reasonable efforts to obtain same. It is acknowledged that the foregoing is intended to be conditions precedent to the obligations of the Utilities hereunder.

- 12. Retention of Contractor. The Utilities have retained Burns & McDonnell Engineering Company, Inc., as their contractor for the Remediation (the "Contractor"). The Utilities reserve the right to hire, from time to time, an additional or an alternative contractor (and if an alternative contractor is hired, such alternative shall thereafter be deemed the "Contractor" for all purposes of this Agreement), subject to such additional or alternative contractor's obligation to perform all obligations heretofore imposed upon the Contractor. The City waives any right to require that the Remediation be performed by any particular person or entity. The Contractor will be acting at the direction and control of the Utilities. The Contractor may retain subcontractors, consultants, employees and vendors, as appropriate, to perform the Remediation. Notwithstanding the foregoing, the Utilities shall not retain as Contractor any person or entity that is legally prohibited from performing work on property owned by public bodies politic or on property specifically owned by the City. The Utilities shall require the Contractor and/or its subcontractors and/or vendors who perform the Remediation to be duly qualified in all applicable health and safety practices, to do so cost-effectively and efficiently, consistent with sound engineering practice and judgment, and in accordance with the requirements of the SRP.
- 13. <u>Dispute Resolution</u>. In the event of a dispute between the City and the Utilities, the Parties shall attempt in good faith to resolve the dispute promptly by negotiation as follows. Any Party may give the other Parties written notice of any dispute not resolved in the normal course of business. Executives of all Parties at a level one level above the individuals who have previously been principally involved in the dispute ("Senior Executives") shall meet at a mutually acceptable time and place within 14 calendar days after delivery of such notice, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute. If a Party's Senior Executive intends to be accompanied at a meeting by an attorney, the other Parties' Senior Executive shall be given at least three business days' notice of such intention and may also be

accompanied by an attorney. If the matter has not been resolved within 30 calendar days from the referral of the dispute to Senior Executives or if either the City or the Utilities refuse to meet despite the requirements of this Paragraph, either the City or the Utilities may initiate such legal action as that Party deems appropriate. Any such legal action shall be filed in DeKalb County, Illinois, and the City agrees to jurisdiction and venue in DeKalb County or the U.S. District Court for the Northern District of Illinois, to the extent that jurisdiction otherwise lies in such federal court. All negotiations pursuant to this Paragraph are confidential and protected from subsequent testimonial disclosures, and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence.

- 14. <u>Costs</u>. Except as otherwise provided herein, the Parties agree to bear their own costs, fees, and expenses in connection with this Agreement.
- 15. Release. Subject to the completion of the Remediation, the City hereby releases and waives any and all claims against each of the Utilities that are related to, refer to, arise out of, or are associated in any way whatsoever with the Remediation, the MGP Chemicals, restoration of the City Property or the other portions of the MGP Site, the City's Salt Storage Activities, or the construction or demolition of any structure on or off City Property.
- 16. No Third-Party Beneficiary. Subject to Paragraph 18, this Agreement confers rights and benefits only on the Utilities and the City and does not confer any right or benefit upon any other person or entity. Nothing herein, or any actions taken hereunder, shall be deemed to create a partnership, joint venture, or principal/agent relationship among the Parties hereto, or to cause either of the Utilities to be deemed the owner or operator of the Property. In the event of a transfer of any portion of the City Property to a third party, the Parties agree that the City may assign some or all of its rights and interests hereunder to said third party. The City shall retain responsibility to comply with all of its obligations hereunder unless such obligations are assumed by said third party.

Notwithstanding any other provision in this Agreement, under no circumstances shall the City's transfer of any portion of the Property affect the Utilities' rights to access and use the City Property pursuant to this Agreement and the City shall indemnify each of the Utilities for all costs, expenses, and losses, including costs of delay, if, as a result of the transfer of any portion of the City Property to a new owner, the Utilities' rights to access and use any portion of the City Property pursuant to this Agreement are adversely affected.

- 17. Right to Information. The City shall be provided with copies of any and all draft reports prepared in relation to the Remediation that are to be submitted to the IEPA before such reports are submitted to the IEPA. The City shall provide any and all comments that it may have on such draft reports within 14 calendar days of the City's receipt of same. Should the City not provide any comments within 14 calendar days, the City shall be deemed to have approved the reports as received. The Utilities shall review and take into consideration in good faith any comments provided by the City, but the Utilities shall not be obligated to include such comments or to revise the reports to address the comments. Nothing in this Paragraph shall be construed as a waiver of the Attorney-Client, Attorney Work Product, or any other applicable privilege by any Party.
- 18. <u>Successors and Assigns</u>. Neither Party may assign this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld, conditioned or delayed, and any such prohibited assignment shall be void. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the respective legal representatives, successors, assigns, heirs, and devisees of the Parties.
- 19. <u>Entire Agreement, Modification, and Non-Waiver</u>. This Agreement constitutes the entire understanding of the Parties with respect to the Agreement's subject matter and supersedes the terms of the Site Investigation Access Agreement and any past oral or written agreements or discussions relative to the Remediation and Restoration, IEPA approvals or NFR letters, the Salt

Dome, the associated chloride tanks or the Garage Building. Any modification of this Agreement must be signed by all Parties and must expressly state that it is a modification of this Agreement. A waiver of any right or remedy on any one occasion shall not be construed as a bar to or waiver of any such right or remedy on any other occasion.

20. <u>Notices</u>. Any notices or other information required by this Agreement to be sent to any Party shall be sent by email (with a confirming copy by overnight courier), overnight courier or certified mail to the following:

For ComEd:
Commonwealth Edison Company
Environmental Services Department
Attn: George Varela
Two Lincoln Centre
Oakbrook Terrace, IL 60181-4260
773-294-9885
George.Varela@ComEd.com

Exelon Corporation
Legal Services
Attn: Sharon Neal
10 South Dearborn Street, 49th Floor
Chicago, IL 60603
312-394-4120
Sharon.Neal@exeloncorp.com

With a copy to:

Gabrielle Sigel Jenner & Block LLP 353 N Clark St. Chicago, IL 60654 312-923-2758 gsigel@jenner.com

For Nicor:

Michael C. Partee Nicor Gas 1844 Ferry Road Naperville, IL 60563 630-388-2869 MPartee@southernco.com Linda Josupait c/o Nicor Gas – Env. Services 1844 Ferry Road Naperville, IL 60563 630-926-4093 X2LJOSUP@southernco.com

With a copy to:

Jacqueline Vidmar Quarles & Brady LLP 300 N. LaSalle Street Suite 4000 Chicago, IL 60654 312-715-5199 Jacqueline.vidmar@quarles.com

For the City:

Andy Raih, Director of Streets and Facilities 1316 Market St.
DeKalb, IL 60115
Andy.Raih@CITYOFDEKALB.com

With a copy to:

Matthew D. Rose Donahue & Rose, P.C. 9501 W. Devon Ave., Ste. 702 Rosemont, IL 60018 mrose@drlawpc.com

or to the Parties at such other addresses or emails as they may designate by notice to the other Parties as herein provided. Notice shall be effective when actually received by the Party intended to be notified. For the avoidance of doubt, delivery of notice to the Contractor or to a representative of the Utilities or the City present at the MGP Site shall not constitute effective notice.

Authority. The persons executing this Agreement on behalf of the City, Nicor, and ComEd do hereby covenant and warrant that as to the Party for which execution is made, such Party is duly authorized and has full right and authority to enter into this Agreement and that the person signing on behalf of said Party is authorized to do so. This Agreement shall be executed by each Party in counterpart by signing three (3) copies of the last page hereof and furnishing a single signed copy

to each other Party. It is a condition precedent to the obligations of the Utilities under this Agreement that the City shall deliver to the Utilities evidence of City board action authorizing execution and performance of this Agreement by the City.

22. <u>Governing Law</u>. This Agreement and all rights conferred and obligations imposed hereunder shall be interpreted and construed in accordance with the laws and judicial decisions of the State of Illinois, without giving effect to any choice of law or conflict of law provision or rule.

[signature page follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement, including the Exhibit A attached hereto, to be executed by their duly authorized officers.

	CITY OF DE KALB
	By:
Date:	
	NICOR GAS COMPANY By: Mesure Name: Tim Hermann Title: VP Operations
Date: 3/21/22	Title. 411 Open sortor
	COMMONWEALTH EDISON COMPANY
	Ву:
	Name:
	Title:
D :	

Exhibit A: Site Diagram

Exhibit B: City Estimate of City Performed Work

Exhibit C: Certificate as to Achievement of Construction Milestone

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement, including the Exhibit A attached hereto, to be executed by their duly authorized officers.

	CITY OF DE KALB
	By:
	Name:
	Title:
Date:	
	NICOR GAS COMPANY
	By:
	Name:
	Title:
Date:	
	COMMONWEALTH EDISON COMPANY
	By DE Buttan
	Name: Tingty E. Bulthaup
9 2	Name: Tingty E. Bulthaup Title: Sevin Manager Environmental Maragement
Date: 3/17 /222	

Exhibit A: Site Diagram

Exhibit B: City Estimate of City Performed Work

Exhibit C: Certificate as to Achievement of Construction Milestone

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement, including the Exhibit A attached hereto, to be executed by their duly authorized officers.

	CITY OF DE KALB
	By: Shalles
	Name: Bill Nicklas
	Title: City manager
Date: 4-11-2022	9
	NICOR GAS COMPANY
	By:
	Name:
	Title:
Date:	
	COMMONWEALTH EDISON COMPANY
	D.
	By:
	Name:
	Title:
Date:	

Exhibit A: Site Diagram

Exhibit B: City Estimate of City Performed Work

Exhibit C: Certificate as to Achievement of Construction Milestone

Exhibit A

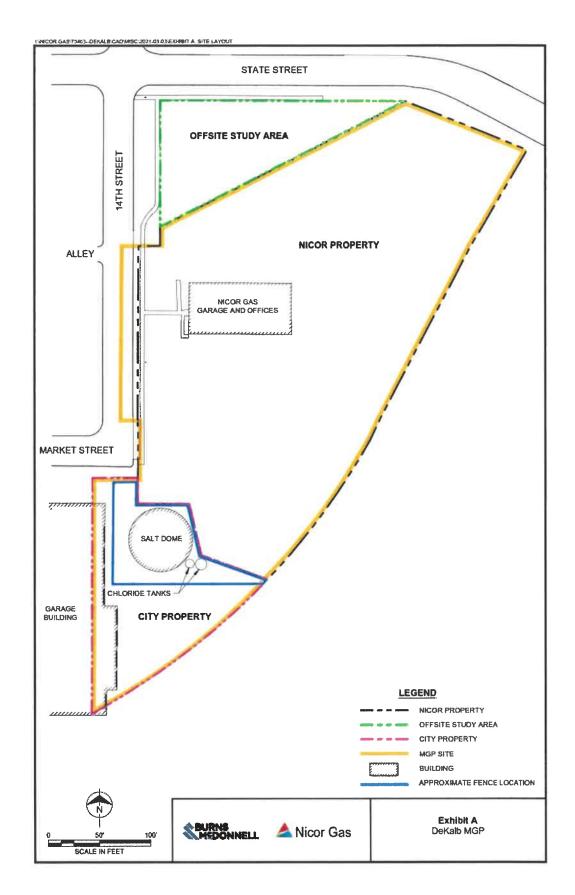


Exhibit B

CITY SSA WORK ESTIMATE

The following costs would be reimbursed to the City of DeKalb pertaining to staff expenses for the purpose of relocation of the current salt dome.

Estimated costs to include:

- Relocation of existing salt pile to the new salt storage shed.
 - o Staff labor rates (hourly), equipment & fuel costs.
- Electrical work for the purpose of moving the liquid deicer island to its new location.
 - o Staff labor rates (hourly), equipment & fuel costs.

NOT TO EXCEED PRICE: \$6,000

Exhibit C

CERTIFICATE AS TO ACHIEVEMENT OF CONSTRUCTION MILESTONE

The undersigned, the director: Public Works of the City of DeKalb, County of DeKalb, State of Illinois, having been duly sworn does hereby state, under penalty of perjury, that he/she has familiarized himself/herself with the status of construction of the "RSD", as that term is used and defined in a certain Access and Remediation Agreement dated as of April 11, 2022 between said (a) City of DeKalb and (b) Nicor Gas Company and Commonwealth Edison Company (the "Utilities"). In order to induce the Utilities to make the associated payment, the undersigned does certify that to the best of his/her knowledge and belief, the Milestone identified as RSD Construction Completion in said Access and Remediation Agreement has been achieved and the City of DeKalb is accordingly entitled to the payment associated with such Milestone.

By: ALKRED
Name: Andy Raih

Director: Streets, Facilities & Airport

SUBSCRIBED and SWORN to before

me this 17th day of January

2023

Notary Public

RSD Construction Completion- Milestone (iv) and (v)

50% of the RSD Construction Bid Amount- \$136,163.50

Plumbing cost associated with liquid deicing station relocation-\$2,200.00

Change order for additional excavation due to instability during earth moving- \$4,060.32

City of DeKalb reimbursable materials- \$4,893.28

Underpayment of Milestone (iii)- \$10.00

Total Milestone Payment- \$147,327.10



1826 Sycamore Road DeKalb, Illinois 60115

p: 815.756.8543 f: 815.758.2828

e: irvconst@comcast.net www.irvingconstructionco.com

September 27, 2022

City of Dekalb

% Andy Raih 815-748-8111 c 739-0229

1316 Market Street Dekalb, Illinois 60115

Via e: andy.raih@cityofdekalb.com

Re: Salt Storage structure

Dear Andy:

Listed below is our bid to construct the new Salt Storage Building at the existing street department.

We will provide excavation, concrete, erection of Wheeler designed structure, roofing and 6" asphalt.

We will unload all materials supplied to the City from Wheeler Lumber, LLC, which includes the roof deck plywood.

Price: \$269,278

Add for 12' x 24' x 6" concrete pad: \$3,049

Qualifications:

- This proposal is valid for 60 days.
- We have not included winter conditions, such as frost removal, temporary heat or the like.
- Building permit fees are to be waived.
- A performance and payment bond, if required, at 1%
- Work must be started and completed no later than May15, 2023

Sincerely,

Steve Trying

Steve Irving, President

Approved: 10/07/2022

ALKOT

Andy Raih

Birector: Streets, Facilities & Airport

MILESTONE IV

50% of the RSD Construction Bid Amount- \$136,163.50

Plumbing cost associated with liquid deicing station relocation-\$2,200.00

Change order for additional excavation due to instability during earth moving- \$4,060.32

City of DeKalb reimbursable materials- \$4,893.47

Total Milestone Payment- \$147,317.29



39 N. Union St. Elgin, IL. 60123 847.931.7330 Fax: 847.931.7713

INVOICE

Bill To:

City of Dekalb 164 E. Lincoln Highway Dekalb, IL 60115 Involce Date Involce/WO # 12/15/2022 WO-1057

400-00-00-82000

	Project	Terms
	Plumbing Work	Due on receip
Description:		Amount
Repipe tanks for beet juice		2,200.00
nank you for your business.	Total:	\$2,200.00
•	Barnessler Mandiller	
	Payments/Credits:	\$0.00

WAGNER EXCAVATING LLC

2590 WAGNER CT. - P.O. 611
DEKALB, IL 60115
PH: 815-787-0852
FAX: 815-754-4633

400-00-00-82000
DATE INVOICE#

11/23/2022
25076

DATE	INVOICE#
11/23/2022	25076

SOLD TO

CITY OF DEKALB FINANCE DIVISION 164 E. LINCOLN HWY DEKALB, IL 60115 ATTN: ANDY RAIH

P.O. NO.

PROJECT/JOB

DcKalb Salt Shed - Extras

SERVICED	ITEM	QUANTITY/HO	DESCRIPTION	AMOUNT
10/21/2022	200 Excavator	4.5	EXTRA: UNDERCUTS	832.50
10/21/2022	200 Excavator		EXTRA: UNDERCUTS	370.00
10/21/2022	Howell Other		(4) LOADS OF SPOILS AWAY	378,00
10/21/2022	Howell Gravel		(13) LOADS OF SPOILS AWAY	918.00
10/21/2022	3*WA		3 TO I GRAVEL	313.18
10/21/2022	350 Excavator		DIG HOLE TO BURY ROCKY MUDDY SPOILS	615.00
			HAULED OUT	
11/15/2022	1.5"WA-EX	45.26	1-1/2" GRAVEL EXEMPT	633.64
			Tatal	<u> </u>
			Total	\$4,060.32



400-00-00-82000

PO BOX 500 EAST DUBUQUE, IL 61025-4418

FOR BILLING QUESTIONS, PLEASE CALL: 815-756-4868

INVOICE

NVOICE DATE	GUSTOMER NO.	INVOICE NO.
10/20/22	124163	S510822024.001
	BRANCH	BRANCH NO.
CRESCI	ENT DEKALB, IL	B021
3	JOB NAME	
	1 of 1	
CRESCENT DEKALB, IL JOB HAME EXTRAGORDA AN MINESTER I		PAGE NO

SOLD TO: 113820

CITY OF DEKALB MUNICIPAL BUILDING 164 E LINCOLN HWY DEKALB.IL 60115-3228 SHIP TO: 124163

CITYOF-SHOP ACCOUNT CITY OF DEKALB STREET DEPARTMENT 1316 MARKET STREET DEKALB,IL 60115-3533

	ED BY	CUST PO ORDER DATE		REFERE	NCE	
Ky		Selt :	Selt Shed 10/20/22			
ORDER	WRITER	SHIP VIA SHIP DATE ACCOU		SHIP DATE ACCOUNT MANAGER		
DAVID	NEAL	COU	NTER	10/20/22	HOUS	E
ORDER QTY	SHIP QTY		DESCRIPTION		UNIT PRICE	EXT PRICE
100 ft	100 ft	UPC 98001002003 1-EMT CONDUIT			\$184.6710/c	\$184.6
20 ea	20 ea		UPC 784564104625 462 MIDWEST 1 EMT SS CPL			\$10.8
4 ea	4 ea		UPC 784564104526 452 MIDWEST 1 EMT SS CONN			\$2.2
15 ea	15 ea	UPC 784564200006 0B MIDWEST 3/8 & 1/2 RGD 1/2 EMT HA			\$26.9410/c	\$4.0
INVOICE DUE	MED	CHANDISE TOTAL	TOTAL CRU		L TAX	OTAL AMOUNT
		#ANDISE TOTAL TOTAL S&H \$201.77 \$0.00				

CRESCENT ELECTRIC PLEASE DETACH AND RETURN WITH PAYMENT EXCEPT WHEN PAYING BY STATEMENT. A SERVICE CHARGE WILL BE ASSESSED ON AMOUNTS OVER 30 DAYS PAST DUE.

SOLD TO: CITY OF DEKALB MUNICIPAL BUILDING 164 E LINCOLN HWY DEKALB,IL 60115-3228

> PLEASE REMIT PAYMENT TO: CRESCENT ELECTRIC SUPPLY CO PO BOX 500 EAST DUBUQUE,IL 61025-4418

INVOICE NUMBER	\$510822024.001
CUSTOMER NUMBER	124163
INVOICE DATE	10/20/22
DUE DATE	11/30/22
SUBTOTAL	\$201.77
SHIPPING & HANDLING	\$0.00
TAX	\$0.00
DISCOUNT WHEN PAID BY 11/10/22	\$4.03
INVOICE TOTAL	\$201.77

CHECK #_____\$
Standard Terms and Conditions apply to sale. Terms and Conditions may be viewed at https://www.crescentralsciric.com/tic.



SHIP TICKET

SHIP DATE	ORDER#	PAGE#
10/20/2022	S510822024.001	1 of 1

CUST #: 124163

891 N PEACE RD DEKALB, IL 60115-8493 P 815-756-4868 F 815-756-6292

SOLD TO:

CITY OF DEKALB MUNICIPAL BUILDING 164 E LINCOLN HWY DEKALB, IL 60115-3228 Salt Bin

SHIP TO:

CITYOF-SHOP ACCOUNT CITY OF DEKALB STREET DEPARTMENT 1316 MARKET STREET DEKALB, IL 60115-3533

ORDERED BY		CUST PO	REFERENCE	ACCOUNT MANAGE	R	
KYLE ORDER WRITER		SALT SHED		HOUSE		
		SHIP VIA	ORDER DATE	FREIGHT TERMS		
DAVID M NEAL		COUNTER	10/20/2022	FREIGHT IF APPLICABLE		
ORDER QTY	SHIP QTY	DESCRIPTION		UNIT PRICE	EXT PRICE	
100 ft	100 ft	1-EMT CONDUIT		184.671/c	184.6	
20 ea	20 ea	462 MIDWEST 1 E	EMT SS CPL	54.313/c		
4 ea	4 ea	452 MIDWEST 1 B	EMT SS CONN	54.921/c		
15 ea	15 ea	0B MIDWEST 3/8	& 1/2 RGD 1/2 EMT HA	26.941/c		
		2022/10/20 01:42:43 AM	\$510822024.1			
			* This line is taxeble	SUBTOTAL S&H CHARGES TAX	201.7 0.0 0.0	
				PAYMENTS	0.0	
				1	201.7	

400-00-00-82000 Shop

LOWE'S HOME CENTERS, LLC 2050 SYCANORE RD. UEKALB, IL 60115 (815) 754-4800

- SALE -

SALES#: S0059TS2 1589744 TRANS#: 33206041 10-19-22

> \$UBFOFAL: 539.41 FOTAL TAX: 0.00 INVOICE 03925 FOTAL: 539.41

TOTAL DISCOUNT: 28.3

LAR:XXXXXXXXXXXX2941 AHDUHT:539.41 AUTHC0:001125 KEYEO REFID:293561 10/19/22 14:00:52

LAR PO: BUTTERS

ACCOUNT NAME:

CITY OF DEKALB C/O BETH PA
AUTH BUYER: MITCHELL JUSH

ACCOUNT VILL BE BILLED UPON MEMCHANDISE TRANSACTION OATE FOR STOCK MEMCHANDISE AND NO LATER THAN 90 DAYS FROM TRANSACTION DATE FOR SOS ON DIRECT DELIVERY MERCHANDISE.

STURE: 0059 FERNING: 03 10/19/22 14:00:59
OF ITEMS PURCHASED: 11
EKCLUDES FEES, SERVICES AND SPECIAL ORDER IYERS

THANK YOU FUR SHOPPING LOVE'S.

FOR DETAILS ON OUR RETURN POLICY, UTSIT LOWES.COM/AETURNS A URITTEN CUPY OF THE RETURN POLICY IS AVAILABLE AT OUR CUSTOMER SERVICE DESK

STURE HANAGER:

LOWE'S PRICE PROHISE
FOR MORE DETAILS, VISIT LOWES.COM/PRICEPROHISE

SHARE YOUR FEEDBACK! SHARE YOUR FEEDBACK! SHARE YOUR A CHANGE TO BE SHARE OF FIVE #500 WINNERS DRAWN MOUNTHLY! SHARE SERVING SHARE OF FORE SHARE OF STOOL SHARE SER UND DE LOS CINCO GRARDOURES DE \$500! SHARE SER UND DE LOS CINCO GRARDOURES DE \$500! SHARE SERVING SHARE SERVING SHARE SERVING SHARE SERVING SHARE SERVING SHARE SERVING SHARE SHARE SERVING SHARE SH

ENTER BY CONFLETING A SHORT SURVEY
WITHIN ONE WEEK AF: www.lowes.com/survey
Y O U R I U # 039255 005972 922586

NO PURCHASE NECESSARY TO ENTER OR UIN.

VOTO WHERE PROHIBITED, MUST BE 18 OK OLDER TO ENTER.

OFFICIAL RULES & VINHERS AT: UNU.loues.com/survey

STORE: 0059 FERMINAL: 03 10/19/22 14:00:59

Wagner Aggregate, Inc.

2590 Wagner Ct. DeKalb, IL 60115

400-00-00-82000

Invoice

Date	Invoice #
10/29/2022	37367

Phone #	Fax#
815-787-0852	815-754-4633

Bill To	
City of Dekalb 1316 Market Street DeKalb, IL 60115	

Please remit to: P.O. Box 611 DeKaib, IL 60115			Job Yard		Due Date 11/28/2022	Ship Date 10/21/2022
Ticket Number	Item	Qty	Qty Description		Rate	Amount
26021	3" to 1"	8.76	3 Inch Clean Or CA1		7.50	65.70
26022	3" to 1"	9.33	3 Inch Clean Or CAI		7.50	69.98
26024	3" to 1"		3 Inch Clean Or CAI		7.50	97.50
26040	3" to 1"		3 Inch Clean Or CA1		7.50	64.35
26041	3" to 1"	8.88	3 Inch Clean Or CA1		7.50	66.60
26042	3" to 1"		3 Inch Clean Or CA1		7.50	59.78
26043	3" to 1"	9.87	3 Inch Clean Or CA1		7.50	74.03
26077	3" to 1"	9.28	3 Inch Clean Or CA1		7.50	69.60
26079	3" to 1"		3 Inch Clean Or CA1		7.50	61.65
26080	3" to 1"		3 Inch Clean Or CA1		7.50	66.90
26082	3" to 1"		3 Inch Clean Or CA1		7.50	90.00
26100	3" to 1"		3 Inch Clean Or CA1		7.50	63.83
26101	3" to 1"		3 Inch Clean Or CA1		7.50	96.23
26102	3" to 1"		3 Inch Clean Or CA1		7.50	64.4
26110	3" to 1"		3 Inch Clean Or CA1		7.50	66.0
	Thank	you for your busine	ess!	Subtotal		\$1,076.66
				Sales Ta	x (6.25%)	\$0.00
				Total		\$1,076.66
				Baland	e Due	\$1,076.66

400-00-00-82000



PO BOX 500 EAST DUBUQUE, IL 61025-4418

FOR BILLING QUESTIONS, PLEASE CALL: 815-758-4868

SOLD TO: 113820

CITY OF DEKALB MUNICIPAL BUILDING 164 E LINCOLN HWY DEKALB,IL 60115-3228

INVOICE

INVOICE DATE	CUSTOMER NO.	INVOICE NO.
11/03/22	124163	S510814167.002
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CRESC	ENT DEKALB, IL	B021
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SHIP TO: 124163
CITYOF-SHOP ACCOUNT
CITY OF DEKALB
STREET DEPARTMENT
1316 MARKET STREET
DEKALB,IL 60115-3533

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Kyl		salt		10/18/22		
ORDER V		SHIP		SHIP DATE	ACCOUNT MANAGER	
DAVID M		WILL CALL 11/03/22		HOUSE		
ORDER QTY SHIP QTY			DESCRIPTION		UNIT PRICE	EXT PRICE
1 ea	1 ea	UPC 78590149162 DU321RB SQD SWI 240V 30A 3P NEMA:		GD	\$119.6670/ea	\$ 119.
INVOICE DUE	MER	CHANDISE TOTAL	TOTAL S&H	TOTA	L TAX	OTAL AMOUNT
		\$119.67		\$0.00		



PLEASE DETACH AND RETURN WITH PAYMENT EXCEPT WHEN PAYING BY STATEMENT.
A SERVICE CHARGE WILL BE ASSESSED ON AMOUNTS OVER 30 DAYS PAST DUE.



SOLD TO: CITY OF DEKALB MUNICIPAL BUILDING 154 E LINCOLN HWY DEKALB, IL 60115-3228

> PLEASE REMIT PAYMENT TO: CRESCENT ELECTRIC SUPPLY CO PO BOX 500 EAST DUBUQUE,IL 61025-4418

INVOICE NUMBER	5510814167.002
CUSTOMER NUMBER	124163
INVOICE DATE	11/03/22
DUE DATE	12/31/22
SUBTOTAL	\$119.67
SHIPPING & HANDLING	\$0.00
TAX	\$0.00
DISCOUNT WHEN PAID BY 12/10/22	\$1,20
INVOICE TOTAL	\$119.67

Standard Terms and Conditions apply to sale. Terms and Conditions may be viewed at https://www.crescentelectric.com/to

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SHIP TICKET

SHIP DATE	ORDER#	PAGE#	
11/03/2022	\$510814167.002	1 of 1	

891 N PEACE RD DEKALB, IL 60115-8493 P 815-756-4868 F 815-756-6292

Street Lishtins

CUST #: 124163

SOLD TO:

CITY OF DEKALB MUNICIPAL BUILDING 164 E LINCOLN HWY DEKALB, IL 60115-3228 SHIP TO:

CITYOF-SHOP ACCOUNT CITY OF DEKALB STREET DEPARTMENT 1316 MARKET STREET DEKALB, IL 60115-3533

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KYLE		SALT BIN		HOUSE		
ORDER WRITER	STILL THE TO	SHIP VIA	ORDER DATE	FREIGHT TERMS		
DAVID M NEAL		WILL CALL			ICABLE	
ORDER QTY	SHIP QTY	DESCRIPTION	CONTRACTOR OF	UNIT PRICE	EXT PRICE	
1 ea	l ea	240V 30A 3P NE 2022/11/1 10034.62 AM Kyle		119.667/ea		
			* This line is ta	SUBTOTAL S&H CHARGES Rable TAX	119.6 0.0 0.0	
				PAYMENTS	0.0	

400-00-00-82000



PO BOX 500 EAST DUBUQUE, IL 61025-4418

FOR BILLING QUESTIONS, PLEASE CALL: 815-756-4868

SOLD TO: 113820

CITY OF DEKALB MUNICIPAL BUILDING 164 E LINCOLN HWY DEKALB,IL 60115-3228

INVOICE

INVOICE DATE	CUSTOMER NO.	INVOICE NO.
11/10/22	124163	\$510814167.003
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CRESCI	ENT DEKALB, IL	B021
J	OB NAME	PAGE NO.
		1 of 1
SIGN OF STATE AND	NHH H J See	

SHIP TO: 124163

CITYOF-SHOP ACCOUNT CITY OF DEKALB STREET DEPARTMENT 1316 MARKET STREET DEKALB,IL 60115-3533

ORDERE		CUST	PO	ORDER DATE	REFERE	NÇE
Kyle		sati	bin	10/18/22		
ORDER W	RITER	SHIP	VIA	SHIP DATE	ACCOUNT N	IANAGER
DAVID M	NEAL	WILL	CALL	11/10/22	HOUSE	
ORDER QTY	SHIP QTY		DESCRIPTION		UNIT PRICE	EXT PRICE
1 ea	1 ea	UPC 78205124015 242412RTSCNK B-LINE N3R SC ENC W/O KO 24X24X12			\$283.3880/ea	\$283.3
6 ea	6 ea	UPC 98002000163 1-IN-90DEG-GALV-ELBOW CONDUIT			\$13.0940/ea	\$78.5
4 ea	4 ea	UPC 98002000471 1X12-GALV-NIP COM	NOUIT NIPPLE		\$17.3860/ea	\$69.5
INVOICE DUE	MERC	CHANDISE TOTAL	TOTAL S&H	TOYA	L TAX	OTAL AMOUNT
12/31/22		\$431.49	\$0.00		.00	\$431.49



PLEASE DETACH AND RETURN WITH PAYMENT EXCEPT WHEN PAYING BY STATEMENT. A SERVICE CHARGE WILL BE ASSESSED ON AMOUNTS OVER 30 DAYS PAST DUE.



SOLD TO; CITY OF DEKALB MUNICIPAL BUILDING 164 E LINCOLN HWY DEKALB,IL 60115-3228

> PLEASE REMIT PAYMENT TO: CRESCENT ELECTRIC SUPPLY CO PO BOX 500 EAST DUBUQUE,IL 61025-4418

INVOICE NUMBER	5510814167.003
CUSTOMER NUMBER	124163
INVOICE DATE	11/10/22
DUE DATE	12/31/22
SUBTOTAL	\$431.49
SHIPPING & HANDLING	\$0.00
TAX	\$0.00
DISCOUNT WHEN PAID BY 12/10/22	\$8.63
INVOICE TOTAL	\$431.49

CHECK#_____\$____\$

Standard Terms and Conditions apply to sale. Terms and Conditions may be viewed at https://www.crescentelectric.com/tc



SHIP DATE	ORDER#	PAGE #
11/10/2022	S510814167.003	1 of 1

CUST #: 124163

SOLD TO:

CITY OF DEKALB MUNICIPAL BUILDING 164 E LINCOLN HWY DEKALB, IL 60115-3228

891 N PEACE RD DEKALB, IL 60115-8493 P 815-756-4868 F 815-756-6292

SHIP TO:

ORDERED BY		CUST PO	REFERENCE	ACCOUNT MANAGER	
KYLE		SALT BIN		HOUSE FREIGHT TERMS	
ORDER WRITER		SHIP VIA	ORDER DATE		
DAVID M NEAL		WILL CALL	10/18/2022	FREIGHT IF APPLI	CABLE
ORDER QTY	SHIP QTY	DESCRIPTION		UNIT PRICE	EXT PRICE
1 ea 6 ea 4 ea	6 ea	242412RTSCNK B- KO 24X24X12 1-IN-90DEG-GAL' 1X12-GALV-NIP (2022/11/1#109-15-52 AM Kyle	CONDUIT NIPPLE	283.388/ea 13.094/ea 17.386/ea	283.39 78.56
			* This line is taxeble	SUBTOTAL S&H CHARGES TAX	431.4 0.0 0.0
				PAYMENTS	0.0

400-00-00-82000



PO BOX 500 EAST DUBUQUE, IL 61025-4418

FOR BILLING QUESTIONS, PLEASE CALL: 815-756-4868

SOLD TO: 113820

CITY OF DEKALB MUNICIPAL BUILDING 164 E LINCOLN HWY DEKALB,IL 60115-3228

INVOICE

INVOICE DATE	CUSTOMER NO.	INVOICE NO.
11/01/22	124163	\$510814167.001
	BRANCH	BRANCH NO.
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J	JOB NAME	
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MEZIN UNIVERSITATION AND AND AND AND AND AND AND AND AND AN	Name of the last o	

SHIP TO: 124163
CITYOF-SHOP ACCOUNT
CITY OF DEKALB
STREET DEPARTMENT
1316 MARKET STREET
DEKALB,IL 60115-3533

ED BY	CU	ST PO	ORDER DATE	REFERE	NCF
e	88	lt bin	10/18/22		
VRITER	SH	P VIA	SHIP DATE	ACCOUNT M	ANAGER
NEAL	WIL	L CALL	11/01/22	HOUS	
SHIP QTY		DESCRIPTIO	N in the second second	UNIT PRICE	EXT PRICE
2 ea			W/O	\$73.8530/ea	\$147.7
100 ft	UPC 98001002003 1-EMT CONDUIT			\$149.7890/c	\$149.7
25 ea		UPC 784564106628 652 MIDWEST 1 EMT CMP CPL		\$78.2150/c	\$19.5
6 ea	UPC 784564106520 652 MIDWEST 1 EMT CMP CONN \$66.0		\$66.0890/c	\$3.9	
100 ea			R W/BOL	\$36.5930/c	\$36.5
MER	CHANDISE TOTAL	TOTAL SE	H 7074		
1			TOTAL		\$1,239.42
	e VRITER INEAL SHIP QTY 2 ea 100 ft 25 ea 6 ea 100 ea	e 88 VRITER SHI INEAL WILL SHIP QTY 2 99 UPC 78205133645 12126RTSCNK 8-L KO 12X12X6 100 ft UPC 98001002003 1-EMT CONDUIT 25 99 UPC 78456410662 662 MIDWEST 1 EI 6 99 UPC 78456410652 652 MIDWEST 1 EI 100 99 UPC 78456420002	Salt bin	Sall bin 10/18/22	Search S



PLEASE DETACH AND RETURN WITH PAYMENT EXCEPT WHEN PAYING BY STATEMENT. A SERVICE CHARGE WILL BE ASSESSED ON AMOUNTS OVER 30 DAYS PAST DUE.



SOLD TO: CITY OF DEKALB MUNICIPAL BUILDING 184 E LINCOLN HWY DEKALB, IL 60115-3228

> PLEASE REMIT PAYMENT TO: CRESCENT ELECTRIC SUPPLY CO PO BOX 500 EAST DUBUQUE,IL 61025-4418

INVOICE NUMBER	\$510814167.001
CUSTOMER NUMBER	124163
INVOICE DATE	11/01/22
DUE DATE	12/31/22
SUBTOTAL	\$1,239.42
SHIPPING & HANDLING	\$0.00
TAX	\$0.00
DISCOUNT WHEN PAID BY 12/10/22	\$24.78
INVOICE TOTAL	\$1,239,42

CHECK # _____ \$ ____

Standard Terms and Conditions apply to sale. Terms and Conditions may be viewed at https://www.crascentelectric.com/tc



FOR BILLING QUESTIONS, PLEASE CALL: 815-756-4868

INVOICE

INVOICE DATE	CUSTOMER NO.	INVOICE NO.
11/01/22	124163	S510814167.001
- Fr	BRANCH	BRANCH NO.
CRESCI	B021	
	PAGE NO.	
		2 of 2
SICON TO PERSON DE PAR	16 MI 1610 = 1	V

### Sall bin SHIP VIA	10/18/22 SHIP DATE 11/01/22	**************************************	
### WILL CALL ### DESCRIPTION ### UPC 98006006001 1/2-PVC-40-10FT-CONDUIT ### UPC 98006006201 1/2-PVC-TERMINAL-ADAPTER ### UPC 98006006101 1/2-PVC-COUPLING #### UPC 98006006002 3/4-PVC-40-10FT-CONDUIT ###################################		## HOUS UNIT PRICE \$102.1320/c \$102.1320/c \$25.7940/c \$19.3920/c \$122.6800/c	\$204.2 \$6.4 \$5.8 \$73.6
### DESCRIPTION #### UPC 98008006001 1/2-PVC-40-10FT-CONDUIT ###################################	11/01/22	\$102.1320/c \$102.1320/c \$25.7940/c \$19.3920/c \$122.6800/c	\$204.2 \$6.4 \$5.8 \$73.6
## UPC 98008008001 1/2-PVC-40-10FT-CONDUIT UPC 98008008001 1/2-PVC-TERMINAL-ADAPTER UPC 98008008101 1/2-PVC-COUPLING ## UPC 98008008002 3/4-PVC-40-10FT-CONDUIT UPC 98008008003 1-PVC-40-10FT-CONDUIT UPC 98008008002		\$102.1320/c \$25.7940/c \$19.3920/c \$122.6800/c	\$204.2 \$6.4 \$5.8 \$73.6
1/2-PVC-40-10FT-CONDUIT UPC 98006006201 1/2-PVC-TERMINAL-ADAPTER UPC 98006006101 1/2-PVC-COUPLING UPC 98006006002 3/4-PVC-40-10FT-CONDUIT UPC 98006006003 1-PVC-40-10FT-CONDUIT UPC 98006006002		\$25.7940/c \$19.3920/c \$122.6800/c	\$6.4 \$5.8 \$73.6
1/2-PVC-TERMINAL-ADAPTER UPC 98006006101 1/2-PVC-COUPLING IT UPC 98006006002 3/4-PVC-40-10FT-CONDUIT UPC 98006006003 1-PVC-40-10FT-CONDUIT UPC 98006006002		\$19.3920/c \$122.6800/c	\$5.8 \$73.6
1/2-PVC-COUPLING THE UPC 98006006002 3/4-PVC-40-10FT-CONDUIT THE UPC 98006006003 1-PVC-40-10FT-CONDUIT THE UPC 98006006202		\$122.6800/c	\$73.6
3/4-PVC-40-10FT-CONDUIT 1			
1-PVC-40-10FT-CONDUIT UPC 98006006202		\$179.0280/c	\$107.4
		\$45.6520/c	\$5.4
UPC 98006006102 3/4-PVC-COUPLING			\$4.
UPC 98006006203 1-PVC-TERMINAL-ADAPTER			\$3.
a UPC 98006006103 1-PVC-COUPLING		\$36.8600/c	\$4.4
ft UPC 98010022900 THHN-12-BLK-19STR-CU-500S/R WIRE		\$186.4430/m	\$93.3
fi UPC 98010022910 THHN-12-WHT-19STR-CU-500S/R WIRE		\$186.4430/m	\$93.2
ft UPC 98010022920 THHN-12-RED-19STR-CU-500S/R WIRE		\$186.4430/m	\$93.2
ft UPC 98010022940 THHN-12-GRN-19STR-CU-500S/R WIRE		\$186.4430/m	\$93.2
the HN-12-YEL-19STR-CU-500S/R WIRE		\$186.4430/m	\$93.2
ft	UPC 98010022920 THHN-12-RED-19STR-CU-500S/R WIRE UPC 98010022940 THHN-12-GRN-19STR-CU-500S/R WIRE UPC 98010022935	UPC 98010022920 THHN-12-RED-19STR-CU-500S/R WIRE UPC 98010022940 THHN-12-GRN-19STR-CU-500S/R WIRE UPC 98010022935	UPC 98010022920 THHN-12-RED-19STR-CU-500S/R WIRE UPC 98010022940 THHN-12-GRN-19STR-CU-500S/R WIRE UPC 98010022935 \$186.4430/m

Standard Terms and Conditions apply to sale. Terms and Conditions may be viewed at https://www.crescentelectric.com/tc.



	SHIP DATE	ORDER#	PAGE#
Γ	11/01/2022	S510814167.001	1 of 2

891 N PEACE RD DEKALB, IL 60115-8493 P 815-758-4868 F 815-756-6292

Salt Bin

CUST #: 124163

SOLD TO:

CITY OF DEKALB MUNICIPAL BUILDING 164 E LINCOLN HWY DEKALB, IL 60115-3228 SHIP TO:

KYLE			CUST PO	REFERENCE	ACCOUNT MANAGER	
			SALT BIN		HOUSE FREIGHT TERMS FREIGHT IF APPLICABLE	
ORDER WRITER			SHIP VIA	ORDER DATE		
DAVID M NEAL			WILL CALL	10/18/2022		
ORDER QTY	SHIP QTY	101	DESCRIPTION		UNIT PRICE	EXT PRICE
2 ea	2	ea	121268TSCNK B-L1	12126RTSCNK B-LINE N3R SC ENC W/O		147.71
	_	-	KO 12X12X6	and non-ee and nye	73.853/ea	
100 ft	100	ft	1-EMT CONDUIT		149.789/c	149.75
25 ea		ea		T CMP CPL	78,215/c	19.55
6 ea		ea			66.089/c	3.9
100 ea	100	ea		1 EMT HANGER W/BOL	36.593/c	36.59
200 ft	111		1/2-PVC-40-10FT-		102.132/c	204.26
25 ea			1/2-PVC-TERMINAI		25.794/c	6.45
30 ea	10		1/2-PVC-COUPLING		19.392/c	5.82
60 ft			1	3/4-PVC-40-10FT-CONDUIT		73.63
60 ft	60	£t	1-PVC-40-10FT-C0	1-PVC-40-10FT-CONDUIT		107.42
12 ea			3/4-PVC-TERMINAL-ADAPTER		179.028/c 45.652/c	5.48
20 ea	11		3/4-PVC-COUPLING		23.930/c	4.79
6 ea	6	ea	1-PVC-TERMINAL-ADAPTER		57.591/c	3,46
12 ea	12	ea	1-PVC-COUPLING		36.860/c	4.43
			** PROCURED ITEM	f **		
500 ft	500	ft	THHN-12-BLK-1951	R-CU-500S/R WIRE	186,443/m	93.22
500 ft				R-CU-500S/R WIRE	186.443/m	93.22
500 ft	500	ft	THHN-12-RED-1981	R-CU-500S/R WIRE	186.443/m	93.22
500 ft	500	ft	THHN-12-GRN-1957	R-CU-500s/R WIRE	186.443/m	93.22
500 ft	500	ft	THHN-12-YEL-19ST	R-CU-500S/R WIRE	186.443/m	93.22
			** PROCURED ITEM	1 **		
					1	
0						
		_				
" Continued on Next P	ane *				SUBTOTAL	
DE ANIMON ON MEM F	-3-				S&H CHARGES	
				* This line is taxable	TAX	
					PAYMENTS	
					AMOUNT DUE	



Ī	SHIP DATE	ORDER#	PAGE#
ſ	11/01/2022	S510814167.001	2 of 2

CUST #: 124163

891 N PEACE RD DEKALB, IL 60115-8493 P 815-756-4868 F 815-756-6292

SOLD TO:

CITY OF DEKALB MUNICIPAL BUILDING 164 E LINCOLN HWY DEKALB, IL 60115-3228 SHIP TO:

ORDERED BY		CUST PO	REFERENCE	ACCOUNT MANA	AGER
KYLE		SALT BIN		HOUSE	
ORDER WRITE	R	SHIP VIA	ORDER DATE	FREIGHT TERMS	
DAVID M NEA	\L	WILL CALL	10/18/2022	FREIGHT IF AP	PLICABLE
ORDER QTY	SHIP QTY	DESCRIPTION		UNIT PRICE	EXT PRICE
		2022/11/J#106:36:52 AM	\$510814182-001		
				SUBTOTAL	1239.42
				S&H CHARGES	0.00
			* This line is taxabl	TAX	0.00
				PAYMENTS	0.00
				PAIMENIO	0.00

Wagner Aggregate, Inc.

2590 Wagner Ct. DeKalb, IL 60115 400-00-00-82000

Invoice

Date	Invoice #
11/5/2022	37389

Phone #	Fax#
815-787-0852	815-754-4633

Bill To	
City of Dekalb 1316 Market Street DeKalb, IL 60115	

	ease remit to: .O. Box 611		Job	Terms	Due Date	Ship Date
	(alb, IL 60115	MANY AND	Yard	Net 30	12/5/2022	10/24/2022
Ticket Number	Item	Qty	Qty Description		Rate	Amount
26172 26173 26222 26223 26293 26319	CA6 CA6 CA6 CA6 CA6 CA6 CA6	14.63 11.79 15.04 13.57	Road Rock Road Rock Road Rock Road Rock Road Rock Road Rock		4.75 4.75 4.75 4.75 4.75 4.75	54.44 69.49 56.00 71.44 64.46 71.44
	Thank y	ou for your busine	ess!	Subtotal		\$387.27
				Sales Ta	ıx (6.25%)	\$0.00
				Total		\$387.27

Balance Due

\$387.27

400-00-00-82000 Salt shed

GreenTek Energy Systems, LLC

1000 Laval Blvd. Lawrenceville, GA 30043

Invoice

Date	Invoice #
10/26/22	g43702

Bill To

City of Dekaib April Beeman 1316 Market St. Dekalb, IL. 60115

Ship To

City of Dekalb April Beeman 1316 Market St. Dekalb, IL 60115

P.O. No.	Terms	Rep	Ship Date	Fulfillment	Other
	Prepaid	RK	10/26/22	Ground Carrier	

Item	Description	Qty	Rate	MPN	Amount
GT-SWP3-PC-80W-LBP-BR50K-S	SWP03 Sami-cutoff LED Wall Pack Light 80W AC120-277V 5000K Brown Photocell sensor on	3	82.99	107-100084	248.97
GT-HB8-150WBT2A1-BH57K-N	UFO LED High Bay Light 150W 5700K AC120-277V 90degree 6ft cord line	4	64.99	111-100086	259.96
		i			

Please see attached Terms of Service. Contact Greentick Energy Systems if you have not received the attached terms at support@greentekenergysystems.com

ORDERS OVER \$99 SHIP FOR FREE

Phone # 770-744-1300

Subtotal \$508.93 Sales Tax (0.0%) \$0.00 Total \$508.93 Payments/Credits -\$508.93 **Balance Due** \$0.00



PO BOX 500 EAST DUBUQUE, IL 61025-4418

Grant (SALT BLG)
400-00-00-82000 FOR BILLING QUESTIONS, PLEASE CALL: 815-756-4868

SOLD TO: 113820

CITY OF DEKALB MUNICIPAL BUILDING 164 E LINCOLN HWY DEKALB,IL 60115-3228

INVOICE

INVOICE DATE	INVOICE NO.	
12/01/22	124163	5510943326.001
	BRANCH	BRANCH NO.
CRESCE	B021	
J	PAGE NO.	
		1 of 1
2022/1201 00:00	65 Non-Coope. 1	1 of 1

SHIP TO: 124163 CITYOF-SHOP ACCOUNT CITY OF DEKALB STREET DEPARTMENT 1316 MARKET STREET DEKALB,IL 60115-3533

ORDER		cust		ORDER DATE	REFERE	NCE
Kyl		Saft S		12/01/22		
ORDER V		SHIP		SHIP DATE	ACCOUNT M.	ANAGER
DAVID N		COUN		12/01/22	HOUS	E
ORDER QTY	SHIP QTY		DESCRIPTION		UNIT PRICE	EXT PRICE
10 ft	10 ft	UPC 78101125720 B54SH-120GRN B-L 1 5/8" GA, 120	INE CHNL, 13/16" X		\$502.3120/c	\$50.2
INVOICE DUE	LUFO	ICHANDISE TOTAL	TOTAL OBLI			
	MER	\$50.23	TOTAL 8&H \$0.00			OTAL AMOUNT
01/31/23					.00	\$50.23



PLEASE DETACH AND RETURN WITH PAYMENT EXCEPT WHEN PAYING BY STATEMENT.
A SERVICE CHARGE WILL BE ASSESSED ON AMOUNTS OVER 10 DAYS PAST DUE.



SOLD TO: CITY OF DEKALB MUNICIPAL BUILDING 184 E LINCOLN HWY DEKALB,IL 60115-3228

PLEASE REMIT PAYMENT TO: CRESCENT ELECTRIC SUPPLY CO PO BOX 500 EAST DUBUQUE,IL 61025-4418 INVOICE NUMBER S510943326.001 CUSTOMER NUMBER 124163 INVOICE DATE 12/01/22 DUE DATE 01/31/23 SUBTOTAL \$50.23 \$0.00 SHIPPING & HANDLING \$0.00 DISCOUNT WHEN PAID BY 01/10/23 \$1.00 INVOICE TOTAL \$50.23

CHECK #_

Standard Terms and Conditions apply to sale. Terms and Conditions may be viewed at https://www.crescentelectric.com/tc.



FOR BILLING QUESTIONS, PLEASE CALL: 815-756-4868

SLT Bld.

INVOICE CUSTOMER NO. INVOICE DATE INVOICE NO. 124163 BRANCH S510965443.001 12/08/22 BRANCH NO. CRESCENT DEKALB, IL B021 PAGE NO. 1 of 1

MUNICI 164 E L	F DEKALB PAL BUILDING NCOLN HWY 3,IL 60115-3228	400-00-00)-\$\int 0 \mathcal{O}\$ O \text{O}\$ ship to: 12 CITYOF-SHOF CITY OF DEK STREET DEP. 1316 MARKET DEKALB, IL 50	ALB ARTMENT STREET	
ORDER	ED BY	CUST PQ	ORDER DATE	REFERE	NCE
Ky		salt shed	12/08/22	KEIEKE	.1106
ORDER		SHIP-VIA	SHIP DATE	ACCOUNT M	ANAGER
DAVID		COUNTER	12/08/22	HOUS	
RDER QTY	SHIP QTY	DESC	DESCRIPTION UNIT PI		EXT PRICE
6 ea	6 ea	UPC 01899706070 LPCG50BL ARLINGTON 1/2" PROFILE BL CG	"Low	\$171.0320/c	\$10.
INVOICE DUE	MEF		TOTAL SAH TOT	AL TAX T	OTAL AMOUNT
01/31/23		\$10.26	\$0.00 \$	0.00	\$10.26



SOLD TO:

PLEASE DETACH AND RETURN WITH PAYMENT EXCEPT WHEN PAYING BY STATEMENT. A SERVICE CHARGE WILL BE ASSESSED ON AMOUNTS OVER 30 DAYS PAST DUE.



CITY OF DEKALB MUNICIPAL BUILDING 164 E LINCOLN HWY DEKALB,IL 60115-3228

PLEASE REMIT PAYMENT TO: CRESCENT ELECTRIC SUPPLY CO PO BOX 500 EAST DUBUQUE,IL 61025-4418

INVOICE NUMBER \$510965443.001 CUSTOMER NUMBER 124163 INVOICE DATE 12/08/22 DUE DATE 01/31/23 SUBTOTAL SHIPPING & HANDLING \$10.26 \$0.00 \$0.00 DISCOUNT WHEN PAID BY 01/10/23 \$0.21 INVOICE TOTAL \$10.26

CHECK#_

Standard Terms and Conditions apply to sale. Terms and Conditions may be viewed at https://www.crescentelectric.com/tc

SHIP TICKET

 SHIP DATE
 ORDER #
 PAGE #

 12/08/2022
 S510965443.001
 1 of 1

CUST #: 124163

SOLD TO:

CITY OF DEKALB MUNICIPAL BUILDING 164 E LINCOLN HWY DEKALB, IL 60115-3228

891 N PEACE RD DEKALB, IL 60115-8493 P 815-756-4868 F 815-756-6292



SHIP TO:

ORDERED BY		CUST PO	REFERENCE	ACCOUNT MANAGE	R
KYLE		SALT SHED		HOUSE	
ORDER WRITER	2	SHIP VIA	ORDER DATE	FREIGHT TERMS	
DAVID M NEAL		COUNTER	12/08/2022	FREIGHT IF APPLI	CABLE
ORDER QTY	SHIP QTY	DESCRIPTION		UNIT PRICE	EXT PRICE
6 ea	6 еа	LPCG50BL ARLIN: PROFILE BL CG ** MSDS REQUIR! 2022/12/08 10.47:16 AM kyle	ED **	171.032/c	
				SUBTOTAL	10.26
				S&H CHARGES	0.00
			* This line is taxal	ole TAX	0.00
				PAYMENTS	0.00
				1	



PO BOX 500 EAST DUBUQUE, IL 61025-4418

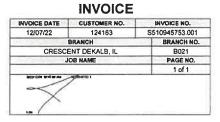
FOR BILLING QUESTIONS, PLEASE CALL: 815-756-4868

Grant code Salt Shed

SOLD TO: 113820

400-00-00-82000

CITY OF DEKALB MUNICIPAL BUILDING 164 E LINCOLN HWY DEKALB,IL 60115-3228



SHIP TO: 124163
CITYOF-SHOP ACCOUNT
CITY OF DEKALB
STREET DEPARTMENT
1316 MARKET STREET
DEKALB,IL 60115-3533

ORDERE			TPO)	ORDER DATE	REFERE	NCE
Kyle			SHED	12/01/22		
ORDER W		311	SHIPVIA	SHIP DATE	ACCOUNT M	ANAGER
DAVID M		WILL	CALL	12/07/22	HOUS	E
DRDER QTY	SHIP QTY		DESCRIPTION		UNIT PRICE	EXT PRICE
1 ea	1 ea	UPC 78358543456 HBL3032 HUBL-WI 120/277V BR) 30A	\$55.7920/ea	\$55.
INVOICE DUE	MEF	RCHANDISE TOTAL	TOTAL SAN	тот	IL TAX T	DTAL AMOUNT
01/31/23		\$55.79	\$0.00		0.00	\$55.79



PLEASE DETACH AND RETURN WITH PAYMENT EXCEPT WHEN PAYING BY STATEMENT.
A SERVICE CHARGE WILL BE ASSESSED ON AMOUNTS OVER 30 DAYS PAST DUE.



SOLD TO: CITY OF DEKALB MUNICIPAL BUILDING 164 E LINCOLN HWY DEKALB,IL 60115-3228

> PLEASE REMIT PAYMENT TO: CRESCENT ELECTRIC SUPPLY CO PO BOX 500 EAST DUBUQUE,IL 61025-4418

INVOICE NUMBER	\$510945753.001
CUSTOMER NUMBER	124163
INVOICE DATE	12/07/22
DUE DATE	01/31/23
SUBTOTAL	\$55.79
SHIPPING & HANDLING	\$0.00
TAX	\$0.00
DISCOUNT WHEN PAID BY 01/10/23	\$1.12
INVOICE TOTAL	\$55.79

CHECK # _____

Standard Terms and Conditions apply to sale. Terms and Conditions may be viewed at https://www.crescentalectric.com/tc-

SHIP TICKET

891 N PEACE RD DEKALB, IL 60115-8493 P 815-756-4868 F 815-756-6292 SALT

 SHIP DATE
 ORDER #
 PAGE #

 12/07/2022
 \$510945753.001
 1 of 1

CUST #: 124163

SOLD TO:

CITY OF DEKALB MUNICIPAL BUILDING 164 E LINCOLN HWY DEKALB, IL 60115-3228 SHIP TO:

ORDERED BY		CUST PO	REFER	ENCE	ACCOUNT MANAGER	
KYLE		SALT SHED			HOUSE FREIGHT TERMS FREIGHT IF APPLICABLE	
ORDER WRITER	LA LA LUNC	SHIP VIA	ORDER	ORDER DATE		
DAVID M NEAL		WILL CALL	12/01/2	022		
ORDER QTY	SHIP QTY	DESCRIPTION			UNIT PRICE	EXT PRICE
1 ea			re scheduled i PVC SING. GANG GSKT KRALOY EM **	for future G COV.	55.792/ea	55.79
				* This line is texable	SUBTOTAL S&H CHARGES TAX	55.7 0.0 0.0
				imo inte io texable		
					PAYMENTS	0.0
					AMOUNT DUE	55.7

Solf Shed 400-00-00-82000

> LOWE'S HOME CENTERS, LLC 2050 SYCAHORE RD. DEKALB, IL 60115 (815) 754-4800

-- SALE -- SALES*: \$0059874 4648032 TRANS#: 21534366 12-08-22

79214 MBL 20 PLASTIC BLANK BOX 26.10 4.50 DISCOUNT EACH -0.23 5 3 4.35

\$ 3 4.35 SUBTOTAL: 26.10

TAX: 0.00 [HU0ICE 07368 TOFAL: 26.10 LAR: 25.10

TOTAL DISCOUNT: 1.38

LAR: XXXXXXXXXX2941 AROUNT:26.10 AUTHCO: 000652

KEYED REFID:193402 12/09/22 15:20:25

LAR PO: street department

ACCOUNT NAME: CITY OF DEKALB Z/V BETH PATRIC

AUTH BUYER: KRENZ KYLE

ACCOUNT VILL BE BILLED UPON MERCHANDISE TRANSACTION DATE FOR STOCK MERCHANDISE AND NO LATER THAN 90 DAYS FROM TRANSACTION DATE FOR SOS DR DIRECT DELIVERY MERCHANDISE.

STORE: 59 TERMINAL: 07 12/08/22 15:19:26
OF ITEMS PURCHASED: 6
EXCLUDES FEES, SERVICES AND SPECIAL ORDER ITEMS



THANK YOU FOR SHOPPING LOVE'S.
FOR DETAILS OH DUR KETURN POLICY, UISIT
LOVES, CON/RETURNS
A WRITTEN COPY OF THE RETURN POLICY IS AVAILABLE
AT OUR CUSTOMER SERVICE DESK

STORE MANAGER: BRENDA ALMANZA

LONE'S PRICE PROMISE
FOR HURE DETAILS, UTSIT LONES.CGM/PRICEPROMISE

* SHARE YOUR FEEDBACK! *

ENTER FOR A CHANCE TO BE

ONE OF FIVE \$500 NINNERS DRAWN MONTHLY!

RENTRE EN EL SORTEO HENSUAL

PARA SER UNO DE LOS CINCO MANADORES DE \$500!

ENTER BY COMPLETING A SHORT SURVEY WITHIN ONE WEEK AT: www.lowes.com/survey

* NO PURCHASE NECESSARY TO ENTER OR UIN.
* UOID WHERE PROHIBITED. HUST WE 18 OR OLDER TO ENTER. *
* OFFICIAL RULES & WINNERS AT: uuw.loues.com/survey *

Y 0 U R I D #073685 005963 422637

STORE: 59 TERMINAL: 07 12/08/22 15:19:26



KEEP YOUR RECEIPT RETURN POLICY VARIES BY PRODUCT TYPE

Unless noted below allowable returns for items on this receipt will be in the form of an in store credit voucher if the return is done after 03/08/23

If you have questions regarding the charges on your receipt, please email us at: SYCAfrontend@menards.com



CHARGE SALE 4/00-00-00-82000 salt shed Salt

PO # Invoice # 81001

Account: 31450350

Guest Name: 30 CITY OF DEKALB Shed

Tax Exempt Certificate ID: 05 Exempt Type: Government

25PK 1/2" PVC COND STRAP 3652841 PKG 1/2" 2-GANG FSC BOX

3652113 2 @8.78

17.56 NT

TOTAL SALE CHARGE

22.34 22.34

TOTAL NUMBER OF ITEMS =

I acknowledge this purchase is governed by the terms and conditions posted in the front of the store and authorize MENARD, Inc. to bill the above named account and agree to pay for the goods according to the terms of the credit agreement which is on file.

Guest Signature

Sign up for our email program at Menards.com/Emails to receive our weekly flyer and exclusive online offers!

THANK YOU, YOUR CASHIER, denise

92066 03 6834 12/08/22 11:34AM 3145



KEEP YOUR RECEIPT RETURN POLICY VARIES BY PRODUCT TYPE

Unless noted below allowable returns for items on this receipt will be in the form of an in store credit voucher if the return is done after 03/05/23

If you have questions regarding the charges on your receipt, please email us at:

SYCAfrontend@menards.com

SAL'

400-00-00-8200

PO # street department Invoice # 80800

Account: 31450350 Guest Name: 30 CITY DF DEKALB

Tax Exempt Certificate ID: 05 Exempt Type: Government

CEILING HOOK 4-15/16" #0		
2255073 5 @0.97	4.85	NΤ
GRY 2-GNG WP 8-IN-1 CVR		
3615960	7,33	NT
1/2" 2-GANG FSC BOX		
3652113 4 @8.78	35.12	NT
1/2" 2-GANG FSE BOX		
3652100	8.78	NT
25PK 1/2" PVC COND STRAP		
3652841 PKG	4.78	NT
WH 15A DUPLEX OUTLET		
3633348	0.75	NT
WH 20A SP COM TOGGLE	4.00	
3636549	4.09	NT

TOTAL SALE CHARGE

65.70 65.70

by the terms and conditions posted in the front of the store and authorize MENARD, Inc. to bill the above named account and agree to pay for the goods according to the terms of the credit agreement which is on file.

MA

Guest Signature

Sign up for our email program at Wenards.com/Emails to receive our weekly flyer and exclusive online offers!

THANK YOU, YOUR CASHIER, Joseph

90652 10 7720 12/05/22 10:45AM 3145



KEEP YOUR RECEIPT RETURN POLICY VARIES BY PRODUCT TYPE

Unless noted below allowable returns for items on this receipt will be in the form of an in store credit voucher if the return is done after 03/02/23

If you have questions regarding the charges on your receipt, please email us at:
SYCAfrontend@menards.com



CHARGE SALE

PO # streets Invoice # 80592 Account: 31450350

Guest Name: 30 CITY OF DEKALB

Tax Exempt Certificate ID: 05 Exempt Type: Government

6X6X4 ELEC ENCLSR OUTOR 3614710

34.00 NT

TOTAL SALE CHARGE 34.00

TOTAL NUMBER OF ITEMS = 1

I acknowledge this purchase is governed by the terms and conditions posted in the front of the store and authorize MENARD, Inc. to bill the above named account and agree to pay for the goods according to the terms of the credit agreement which is on file.

Guest Signature

Sign up for our email program at Menards.com/Emails to receive our weekly flyer and exclusive online offers!

THANK YOU, YOUR CASHIER, denise

92056 03 4771 12/02/22 08:25AM 3145



KEEP YOUR RECEIPT RETURN POLICY VARIES BY PRODUCT TYPE

Unless noted below allowable returns for items on this receipt will be in the form of an in store credit voucher if the return is done after 03/05/23

If you have questions regarding the charges on your receipt, please email us at: SYCAfrontend@menards.com



CHARGE SALE

PO # streets Invoice # 80791 Account: 31450350

Guest Name: 30 CITY OF DEKALB

Tax Exempt Certificate IO: 05 Exempt Type: Government

1/2" PVC LB CONDUIT BODY 3652400 3 @4.15

12.45 NT

3652400 3 @4.15 1/2" SCH40 90 DGR BELLED 3653002 12 @1.18

14.16 NT

TOTAL SALE CHARGE

26.61 26.61

TOTAL NUMBER OF ITEMS =

I acknowledge this purchase is governed by the terms and conditions posted in the front of the store and authorize MENARD, Inc. to bill the above named account and agree to pay for the goods according to the terms of the credit agreement which is on file.

Guest Signature

Sign up for our email program at Wenards.com/Emails to receive our weekly flyer and exclusive online offers!

THANK YOU, YOUR CASHIER, Precious

90447 05 6305 12/05/22 08:31AM 3145



PO BOX 500 EAST DUBUQUE, IL 61025-4418

FOR BILLING QUESTIONS, PLEASE CALL; 815-756-4868

SOLD TO: 113820

CITY OF DEKALB MUNICIPAL BUILDING 164 E LINCOLN HWY DEKALB,IL 60115-3228

INVOICE

INVOICE DATE	CUSTOMER NO.	INVOICE NO.
12/13/22	124163	S510977912.001
	BRANCH	BRANCH NO.
CRESCI	ENT DEKALB, IL	B021
J	OB NAME	PAGE NO.
		1 of 1
Manage and	a del Proti	

SHIP TO: 124163

CITYOF-SHOP ACCOUNT CITY OF DEKALB STREET DEPARTMENT 1316 MARKET STREET DEKALB,IL 60115-3533

Kyle STREETS 12/13/22 ORDER WRITER SHIP VIA SHIP DATE ACCOUNT MANAGER CHRISTOPHER A FERGUSON COUNTER 12/13/22 HOUSE ORDER QTY SHIP QTY DESCRIPTION UNIT PRICE EXT PRIC 1 ea 1 ea UPC 76331084012 \$13.3500/ea 84012 GREENLEE ANCHOR KIT, CONICAL (#10X1, 84012) \$13.3500/ea	ORDER	ED BY	CUST	PO	ORDER DATE	REFER	ENCE
CHRISTOPHER A FERGUSON COUNTER 12/13/22 HOUSE ORDER QTY SHIP QTY DESCRIPTION UNIT PRICE EXT PRICE 1 ea UPC 78331084012 84012 GREENLEE ANCHOR KIT.CONICAL (#10X1, 84012) 2 ea 2 ea UPC 78358520023 SHC1023 HUBBELL WD CORD CONN, STR ML, 3850"" 100 ea 100 ea UPC 682381009258 GRP-7500 NSI POWERGRP CABLE TIE BLACK 7.5" SOLB (100PK) HOD -O D-DD-&2 OD	Kyl	е	STRE	ETS	12/13/22		
1 ea			SHIP	VIA	SHIP DATE	ACCOUNT 8	MANAGER
1 ea		A FERGUSON	COUN	ITER	12/13/22	HOU	SE
Section Sect	ORDER QTY	SHIP QTY	A STATE STATE	DESCRIPTION		UNIT PRICE	EXT PRICE
SHC1028 HUBBELL WD CORD CONN, STR ML, .3850"" 100 ea	1 ea	1 ea	84012 GREENLEE A	NCHOR KIT, CONIC	AL	\$13.3500/ea	\$13.3
GRP-7500 NSI POWERGRP CABLE TIE BLACK 7.5" SOLB (100PK) 400 -0 0 -00-82000	2 ea	2 ea	SHC1023 HUBBELL	WD CORD CONN, S	STR	\$9.4160/ea	\$18.8
	100 ea	100 ea	GRP-7500 NSI POW			\$5.3860/c	\$5.3
INVOICE DUE MERCHANDISE TOTAL TOTAL S&H TOTAL TAX TOTAL AMOUNT			400	-0 0-00-83	LO DO		
01/21/22 \$27.57		MER		TOTAL S&H	TOTA	L TAX	TOTAL AMOUNT



01/31/23

\$0.00 PLEASE DETACH AND RETURN WITH PAYMENT EXCEPT WHEN PAYING BY STATEMENT. A SERVICE CHARGE WILL BE ASSESSED ON AMOUNTS OVER 30 DAYS PAST DUE.



SOLD TO: CITY OF DEKALB MUNICIPAL BUILDING 184 E LINCOLN HWY DEKALB,IL 60115-3228

PLEASE REMIT PAYMENT TO: CRESCENT ELECTRIC SUPPLY CO PO BOX 500 EAST DUBUQUE,IL 61025-4418

\$37.57

INVOICE NUMBER S510977912.001 CUSTOMER NUMBER 124163 INVOICE DATE 12/13/22 DUE DATE SUBTOTAL 01/31/23 \$37.57 SHIPPING & HANDLING \$0.00 \$0.00 DISCOUNT WHEN PAID BY 01/10/23 \$0.76 INVOICE TOTAL \$37.57

CHECK #_

\$0.00

Standard Terms and Conditions apply to sale. Terms and Conditions may be viewed at https://www.crescentelectric.com/rg



	SHIP DATE	ORDER#	PAGE #
1	12/13/2022	S510977912.001	1 of 1

CUST #: 124163

891 N PEACE RD DEKALB, IL 60115-8493 P 815-756-4868 F 815-756-6292

CITY OF DEKALB MUNICIPAL BUILDING 164 E LINCOLN HWY DEKALB, IL 60115-3228

SOLD TO:

Salt Bin

SHIP TO:

ORDERED BY		CUST PO	REFERENCE	ACCOUNT MANAGE	R
KYLE		STREETS		HOUSE	
ORDER WRITER		SHIP VIA	ORDER DATE	FREIGHT TERMS	
CHRISTOPHER	R A	COUNTER	12/13/2022	FREIGHT IF APPLICABLE	
ORDER QTY	SHIP QTY	DESCRIPTION		UNIT PRICE	EXT PRICE
l ea	l ea	84012 GREENLES (#10X1, 84012) ** MSDS REQUIR		13.350/ea	13.35
2 ea	2 ea		LL WD CORD CONN, STR	9.416/ea	18.83
100 ea	100 ea	ML, .3850"", 1/2"", ALUM GRP-7500 NSI POWERGRP CABLE TIE BLACK 7.5" 50LB (100PK) 2032/12/12/09:56:43 pag		5.386/c	5.39
		KYLE	′ —		
			* This line is texable	SUBTOTAL S&H CHARGES TAX	37.5 0.0 0.0
				PAYMENTS	0.0
				I CIMENIA	1 0.0



PO BOX 500 EAST DUBUQUE, IL 61025-4418

FOR BILLING QUESTIONS, PLEASE CALL: 815-756-4868

INVOICE

INVOICE DATE	CUSTOMER NO.	INVOICE NO.
12/08/22	124163	S510967461.001
	BRANCH	BRANCH NO
CRESC	ENT DEKALB, IL	B021
JOB NAME		PAGE NO.
		1 of 1
ETUS	(a)(m2-441.1	

SOLD TO: 113820

CITY OF DEKALB MUNICIPAL BUILDING 164 E LINCOLN HWY DEKALB,IL 60115-3228 SHIP TO: 124163

CITYOF-SHOP ACCOUNT CITY OF DEKALB STREET DEPARTMENT 1316 MARKET STREET DEKALB,IL 60115-3533

SALT SHED

ORDERED BY Kyle		CUST		ORDER DATE	REFERE	NCE
ORDER		STREET		12/08/22	A CCOUNT H	ANACED
CHRISTOPHER		COUN		12/08/22	ACCOUNT MA	
ORDER QTY	SHIP QTY	0001	DESCRIPTION		UNIT PRICE	EXT PRICE
50 ft	50 ft	UPC 98006006001 1/2-PVC-40-10FT-CC	ONDUIT		\$105.1910/c	\$52.6
		400-	DJ- 89-80	3000		
(NVOICE DUE	MER	ICHANDISE TOTAL	TOTAL S&F	I TOT/	AL TAX TO	OTAL AMOUNT
01/31/23		\$52.60	\$0.00		0.00	\$52.60



PLEASE DETACH AND RETURN WITH PAYMENT EXCEPT WHEN PAYING BY STATEMENT. A SERVICE CHARGE WILL BE ASSESSED ON AMOUNTS OVER 30 DAYS PAST DUE.



SOLD TO: CITY OF DEKALB MUNICIPAL BUILDING 164 E LINCOLN HWY DEKALB,IL 60115-3228

> PLEASE REMIT PAYMENT TO: CRESCENT ELECTRIC SUPPLY CO PO BOX 500 EAST DUBUQUE,IL 61025-4418

INVOICE NUMBER S510967461.001 CUSTOMER NUMBER 124163 INVOICE DATE 12/08/22 DUE DATE 01/31/23 SUBTOTAL \$52.60 SHIPPING & HANDLING \$0.00 \$0.00 DISCOUNT WHEN PAID BY 01/10/23 \$1.05 INVOICE TOTAL \$52.60

CHECK # _____

Standard Terms and Conditions apply to sale, Terms and Conditions may be viewed at https://www.crescentelactric.com/ic

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SHIP DATE	ORDER#	PAGE#
12/08/2022	\$510967461.001	1 of 1

CUST #: 124163

891 N PEACE RD DEKALB, IL 60115-8493 P 815-756-4868 F 815-756-6292

SOLD TO:

CITY OF DEKALB MUNICIPAL BUILDING 164 E LINCOLN HWY DEKALB, IL 60115-3228 SHIP TO:

ORDERED BY		CUST PO	REFERENCE	ACCOUNT MANAGER	
KYLE		STREET DEPT		HOUSE	
ORDER WRITER		SHIP VIA	ORDER DATE	FREIGHT TERMS	
CHRISTOPHER A		COUNTER	12/08/2022	FREIGHT IF APPLICABLE	
ORDER QTY SHIP QTY		DESCRIPTION		UNIT PRICE EXT PRICE	
50 ft	50 ft	1/2-PVC-40-10FT 7022/12/08 01:49:40 PVA KYLE		105.191/c	52.60
*This line is taxable			SUBTOTAL	52.6	
			S&H CHARGES	0.0	
			*This line is taxable	TAX	0.0
				PAYMENTS	0.0
				AMOUNT DUE	52.6

SALT SHED

Use Your 2% BIG CARD REBATE CLEANER

MENARDS - SYCAMORE 1825 Mercantile Dr. Sycamore, IL 60178

KEEP YOUR RECEIPT RETURN POLICY VARIES BY PRODUCT TYPE

Unless noted below allowable returns for items on this receipt will be in the form of an in store credit voucher if the return is done after 03/13/23

If you have questions regarding the charges on your receipt, please email us at: StCAfrontenumenards.com



CHARGE SALE

400-00-00-8200 streets

PO # Invoice # 81285 Account: 31450350

Guest Name: 30 CITY OF DEWALB

Tax Exempt Certificate 10: 05 Exempt Type: Sovernment

3PK HEAVY DUTY SPONGES 6489000

BAKING SODA A&H 80Z 5732800 3 &0.67 21 OZ BAR KEEPER

6470401

TOTAL SALE CHARGE

3.32 NT

2.01 NT 2.13 NT

TOTAL MUMBER OF LITTUS = 5

I acknowledge this purchase is governed by the terms and conditions posted in the front of the store and authorize MENARO, Inc. to bill the above named account and agree to pay for the goods according to the terms of the credit agreement which is on file.



Quest Signature

Sign up for our email program at Menards.com/Emails to receive our weekly flyer and exclusive online offers!

HANK YOU, YOUR CASHIFF, DEDISE

92066 03 8565 12/13/22 08:54AM 3145

Scott, Ruth



From: Raih, Andy

Sent: Friday, April 15, 2022 3:55 PM

To: Scott, Ruth

Subject: RE: Res 2022-035 Nicor ComEd Agreement

Follow Up Flag: Follow up Flag Status: Flagged

Ruth,

Exhibit C is an as we go construction milestone document. There will be a few of these filled out as the project is underway in order to ensure the project is on course. These will also trigger payment disbursements from the utilities to the city for the payment of the project as the utilities are covering the full project cost start to finish. As these are filled out and disbursements are sent I will make sure you have copies to add to the resolution in central records. Please let me know if you need anything further at this time.

Have a nice weekend!

Andy

From: Scott, Ruth < Ruth.Scott@CITYOFDEKALB.com>

Sent: Wednesday, April 13, 2022 9:45 AM

To: Raih, Andy <Andy.Raih@CITYOFDEKALB.com>
Subject: RE: Res 2022-035 Nicor ComEd Agreement

Importance: High

Andy,

As discussed, here a copy of Exhibit C for the subject resolution. Please provide a caveat so that I can put it in the file. I'll need a copy of each Exhibit C that is signed and notarized until the project is complete.

Thanks!

Ruth

From: Scott, Ruth

Sent: Wednesday, April 13, 2022 9:05 AM

To: Raih, Andy < Andy.Raih@CITYOFDEKALB.com > Subject: Res 2022-035 Nicor ComEd Agreement

Importance: High

Good morning!

Bill signed the subject agreement, but I have a question about Exhibit C. Would you stop up when you have a second, please?

Ruth A. Scott
Executive Assistant
City of DeKalb