RESOLUTION NO. 90-2026

Introduced by Joel Hagy

A RESOLUTION AUTHORIZING THE EXPENDITURE OF AN AMOUNT NOT TO EXCEED SEVENTY-TWO THOUSAND FOUR HUNDRED NINETY AND 00/100 DOLLARS ($72,490.00) FOR ROCK SALT PURCHASED THROUGH AN AGREEMENT BETWEEN MORTON SALT, INC. AND THE BOARD OF COUNTY COMMISSIONERS OF ERIE COUNTY FOR THE PURPOSE OF FURNISHING BULK DEICING ROCK SALT TO THE CITY OF HURON AND VARIOUS OTHER POLITICAL SUBDIVISIONS THROUGHOUT ERIE COUNTY DURING THE 2027 CALENDAR YEAR

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HURON, OHIO:

SECTION 1. That the Board of County Commissioners of Erie County, Ohio having advertised for bids, awarded such and entered into agreement with Morton Salt, Inc. for $72.49/ton (delivered) for the purpose of furnishing bulk highway deicing rock salt for the calendar year of 2027 for the Erie County Engineer and various other political subdivisions with the City of Huron being allocated up to 1,000 tons according to the provisions outlined in said Erie County Board of County Commissioners' Bid Form to be substantially in the form of Exhibit "A" attached hereto and made a part hereof.

SECTION 2: That the City Manager is authorized to expend an amount not to exceed Seventy-Two Thousand Four Hundred Ninety Dollars ($72,490.00) for the purchase of bulk highway deicing rock salt for the calendar year of 2027.

SECTION 2: That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of the Council and that all deliberations of this Council and of its committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.RC. §121.22 of the Revised Code.

SECTION 3: This Resolution shall be in full force and effect from and immediately following its adoption.

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: 10 NOV 2026

ERIE COUNTY BID FORM

PROJECT: 2026 Treated Rock Salt for Highway Ice Control

ISSUING DEPT. Engineer

ESTIMATE

INCLUDING 20%

PREBID DATE:

OPENING DATE/TIME: September 2, 2026 @ 9:30 am

OF BIDS

OF SPECS RELEASED

VENDOR SUBMISSIONS

NAME & ADDRESS	AMOUNT	BID GUARANTY
Morton Salt, 444 W. Lake Street, Chicago, IL 60606		
Delivery	$72.49	
Pick Up	$72.00	X
Compass Minerals America, 9900 W. 109th Street, Ste 100, Overland Pk, KS 66201		
Delivery	$0.00	
Pick Up	$0.00	
Cargill Deicing Technology, 24950 Country Club Blvd, Ste 450, N. Olmsted, OH 44070		
Delivery	$0.00	
Pick Up	$0.00	

ISSUING DEPARTMENT RECOMMENDATION:

VENDOR: Morton Salt Address: 444 West Lake Street Chicago, IL 60606 Amount: $72.49/Delivery $72.00/Pick Up

SIGNED: Eric B. Dodrill DATE: 09/03/26

Eric B. Dodrill, P.E., P.S., County Engineer

REMARKS: Subject first to legal review, it is recommended to award this contract to the above referenced vendor, who has submitted the lowest and best bid conforming to the bid documents.

LEGAL DEPARTMENT:

SIGNED: DATE:

REMARKS:

PURCHASING DEPARTMENT RECOMMENDATION:

VENDOR: Address: Amount:

SIGNED: DATE:

REMARKS:

Date	APPROVE	DISAPPROVE	ABSTAIN
COMR:			
COMR:			
COMR:			

DATE:

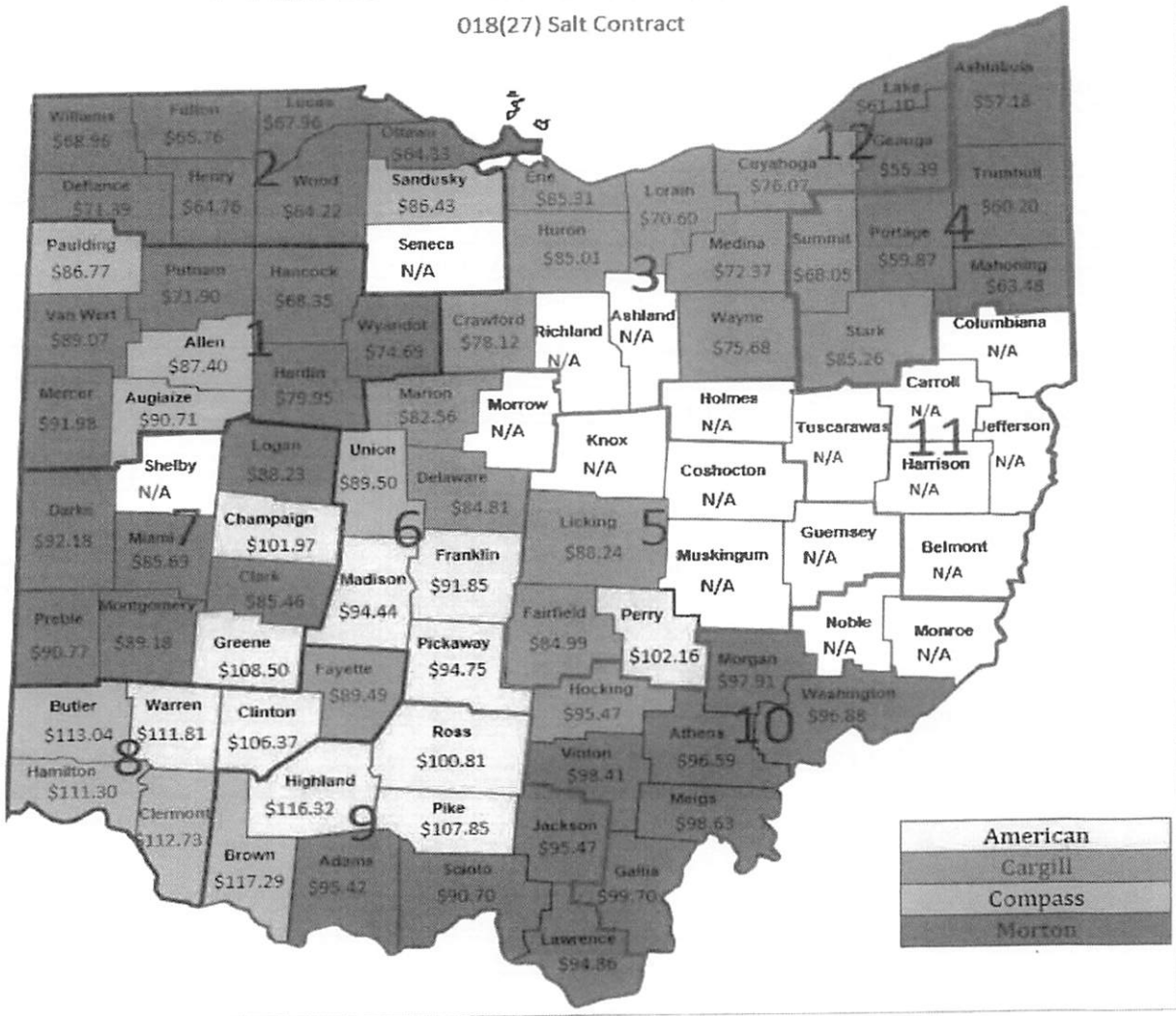
RECOMMENDED BOARD ACTION

BY:

OHIO DEPARTMENT OF TRANSPORTATION

FY2027 - Salt Contract Prices

018(27) Salt Contract



RESOLUTION NO. 26-293

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ERIE COUNTY, OHIO, FOR THE PURPOSE OF ENTERING INTO AN AGREEMENT WITH MORTON SALT, INC.

The Board of County Commissioners of Erie County, Ohio, met this 19th day of October, 2026, in regular session with the following members present:

Patrick J. Shenigo, Mathew R. Old, and Stephen L. Shoffner.

Mr. Shoffner introduced the following resolution and moved its adoption.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ERIE COUNTY, OHIO:

THAT, this Board hereby enters into an agreement with Morton Salt, Inc., 444 W. Lake Street, Suite 2900, Chicago, IL 60606, for the purpose of furnishing rock salt for highway ice control during the 2027 calendar year for the Erie County Engineer and various other political subdivisions throughout Erie County, according to the provisions as outlined in the attached document; and

THAT, this Board of County Commissioners hereby finds and determines that all formal actions relative to the adoption of this resolution were taken in an open meeting of this Board; and that all deliberations of this Board and of its committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including Section 121.22 of the Revised Code.

Mr. Old seconded the motion for the adoption of said resolution; and the roll being called upon its adoption, the vote resulted as follows:

Roll Call: Mr. Shoffner, Aye; Mr. Old, Aye; Mr. Shenigo, Aye

Adopted: October 19, 2026

CERTIFICATE

I, Erin M. Paolano, Clerk of the Board of County Commissioners of Erie County, Ohio, hereby do certify that the above is a true and correct copy of resolution adopted by said Board under said date, and as same appears in Commissioners' Journal Volume #247.

Erin M. Paolano Clerk
Board of County Commissioners
of Erie County, Ohio

Approved by County Administrator
Hank S. Solowiej, CPA

AUDITOR'S CERTIFICATE

I hereby certify that the sum of **$231,968** being the amount needed to meet the obligations of the foregoing Agreement with **MORTON SALT, INC.,** is in the county treasury or in the process of collection to the credit of an appropriate fund duly appropriated for such purpose and not otherwise encumbered or in the process of collection.

21510-4040-522000
ENGINEER
(2027)

RESO. NO: 26-293

CONTRACT NO: _____

P.O. NUMBER: _____

Date: 9/15/26

Richard H. Jeffrey LRS
Richard H. Jeffrey
County Auditor

Approved As to Content:

Elected Official/Department Head

CONTRACT

This contract made and entered into this 19th day of October, 2026, by and between Morton Salt, 1 North Franklin St, Chicago, IL 60606, hereafter called the "Supplier" and the Board of Commissioners, Erie County, Ohio hereinafter called "Contracting Authority."

WITNESSETH:

The Supplier shall furnish 11,190 tons, more or less, of bulk highway deicing rock salt, treated to prevent caking, for highway ice control during the 2027 calendar year (1/01/2027-12/31/2027). Rock salt delivered to and or picked up by Buyer must be treated with sufficient amounts of anti-caking additives/chemicals so the rock salt will remain in a free flowing, usable condition (without the presence of clumping).

TO BE ALLOCATED AS FOLLOWS:

	Requested Tons	Cost of Pick-Up	Total	Cost for Delivery	Total
Erie County Engineer, Highway Dept.	**3,000**	**$72.00/ton**	**$216,000.00**	**$72.49/ton**	**$217,470.00**
Erie County Maintenance	**200**	**72.00/ton**	**$14,400.00**	**72.49/ton**	**$14,498.00**
Berlin Township	300	72.00/ton	$21,600.00	72.49/ton	$21,747.00
Florence Township	200	72.00/ton	$14,400.00	72.49/ton	$14,498.00
Groton Township	100	72.00/ton	$7,200.00	72.49/ton	$7,249.00
Huron Township	600	72.00/ton	$43,200.00	72.49/ton	$43,494.00
Margaretta Township	300	72.00/ton	$21,600.00	72.49/ton	$21,747.00
Milan Township	600	72.00/ton	$43,200.00	72.49/ton	$43,494.00
Oxford Township	300	72.00/ton	$21,600.00	72.49/ton	$21,747.00
Perkins Township	1,000	72.00/ton	$72,000.00	72.49/ton	$72,490.00
Vermilion Township	400	72.00/ton	$28,800.00	72.49/ton	$28,996.00
Village of Berlin Heights	100	72.00/ton	$7,200.00	72.49/ton	$7,249.00
Village of Castalia	100	72.00/ton	$7,200.00	72.49/ton	$7,249.00
Village of Milan	400	72.00/ton	$28,800.00	72.49/ton	$28,996.00
City of Huron	1,000	72.00/ton	$72,000.00	72.49/ton	$72,490.00
City of Sandusky	2,500	72.00/ton	$180,000.00	72.49/ton	$181,225.00
City of Vermilion	0	72.00/ton	$0.00	72.49/ton	$0.00
Sandusky City Schools	60	72.00/ton	$4,320.00	72.49/ton	$4,349.40
Erie County Health Dept	30	72.00/ton	$2,160.00	72.49/ton	$2,174.70
Total Estimated Requirements	11,190		$805,680.00		$811,163.10

EACH COUNTY AGENCY WILL BE BILLED SEPARATELY. Rock salt to be picked up at a contract price of $72.00/Ton. Rock salt to be delivered to any bid destination in Erie County Ohio, with no minimum tonnage required at a contract price of $72.49/Ton, not to exceed **$231,968.00** ($217,470.00-Erie County Engineer, $14,498.00-Erie County Facilities Department) without prior written authorization. No deliveries will be made without prior written authorization by the Erie County Engineer or Erie County Facilities Department and written concurrence by the Erie County Auditor that the funds are available.

In the event of a conflict between the terms and conditions of this Contract and the terms and conditions of the bid dated September 2, 2026, the terms and conditions of the Contract shall prevail.

SUPPLIER SERVICE REQUIREMENTS
The Supplier, upon written authorization of the Commissioners, will complete the work as detailed in the attached Request for Bid titled: TREATED ROCK SALT FOR HIGHWAY ICE CONTROL, along with the bid submitted by Morton Salt, Inc. on September 2, 2026.

SUPPLIER RESPONSIBILITIES
The Supplier shall submit a detailed invoice for the products picked up or delivered in accordance with the provisions in the original specifications.

TERM
This contract shall remain in effect from January 1, 2027 through December 31, 2027.

INDEMNITY
The Supplier shall indemnify, hold harmless and defend the Commissioners and the other political entities in Erie County, Ohio, and their employees, from and against any and all claims, liability, damage or loss to person or property which may arise or grow out of the performance of this contract by Supplier, Supplier's agents, employees, invitees or others acting on behalf of the Supplier.

INSURANCE REQUIREMENTS
The Supplier agrees to meet all insurance requirements, and workers' compensation requirements, as required by the Ohio Revised Code. This contract shall be governed by and construed in accordance with the laws of the State of Ohio.

MODIFICATION
This contract may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this contract shall be binding unless it is in writing and signed by all parties. In the event of cancellation of an executed order due to Commissioners' breach of contract, or for Commissioners' termination for convenience, Supplier will be compensated for product supplied to-date.

NOTICE TO PROCEED
The Supplier shall, upon receipt of a copy of the Erie County Commissioners resolution to enter into an agreement with supplier, provide product commencing on January 1st of the term described herein above. A purchase order, in accordance with the bidding documents shall be subsequently issued by Erie County.

NON-DISCRIMINATION
The Supplier shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry. The Supplier shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry. Such action shall include, but is not limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, including apprenticeship. Supplier agrees to comply with all pertinent provisions of Section 153.59 of the Ohio Revised Code.

FINDINGS FOR RECOVERY
The Supplier affirmatively represents and warrants to the State that it is not subject to a finding for recovery under R.C. 9.24, or that it has taken appropriate remedial steps required under R.C. 9.24 or otherwise qualifies under that section. The Supplier agrees that, if this representation or warranty is deemed to be false, the contract shall be void *ab initio* as between the parties to this contract, and any funds paid by the State hereunder immediately shall be repaid to the State, or an action for recovery immediately may be commenced by the State for recovery of said funds.

COUNTERPARTS
This contract may be executed in two or more counterparts, each shall be deemed to be an original and taken together shall be deemed to be one and the same instrument. This contract may be executed and delivered by facsimile or electronically in Microsoft Word or PDF format.

COMPONENT PARTS OF THIS CONTRACT
The executed contract documents shall consist of the following:

a. This Contract
b. Bid Specifications
c. Signed copy of Bid
d. Erie County Commissioner's Resolution to enter into an Agreement

These documents constitute the entire contract between the parties and its provisions shall be construed in accordance with the laws of the State of Ohio. This contract, together with other documents enumerated above, is as fully a part of the contract as if hereto attached or herein repeated, and forms the contract between the parties hereto. In the event that any provision in any component part of this contract conflicts with any provision of any other component part, the provision of the component part first enumerated above shall govern, except as otherwise specifically stated.

SIGNED AND ACKNOWLEDGED IN THE PRESENCE OF:

MORTON SALT, INC.

Signature

Anthony T. Patton, Senior Director of Government Sales
Title

27-3146174
Taxpayer I.D. #

BOARD OF COUNTY COMMISSIONERS OF ERIE COUNTY, OHIO

Patrick J. Shenigo

Mathew R. Old

Stephen L. Shoffner

Approved as to Form:

Asst. Prosecuting Attorney

Approved as to Content:

Eric Dodrill, P.E., P.S., Erie County Engineer

Gary Weilnau, Building & Grounds Superintendent

CONTRACT LIMITATION CERTIFICATE

I, Anthony T. Patton, on behalf of **MORTON SALT, INC.,**

(Name of representative of vendor)

do hereby acknowledge that the maximum amount of monetary obligation of Erie County, Ohio, i.e., Board of County Commissioners of Erie County, Ohio, under the hereinbefore attached contract or agreement is **$231,968.00** UNLESS the Board of Erie County Commissioners gives **PRIOR APPROVAL** for additional expenditures of money under the contract or agreement and the County Auditor certifies to the availability of such additional funds. Erie County, Ohio, i.e., the Board of County Commissioners of Erie County, Ohio **SHALL NOT BE HELD LIABLE** by **MORTON SALT, INC.** for any monetary obligations under this contract or agreement above the maximum amount of **$231,968.00,** UNLESS expenditures are approved by the Board.

Anthony T. Patton, Senior Director of Government Sales
Representative of Vendor

Sworn to before me and subscribed in my presence this 30TH day of September, 2026.

OFFICIAL SEAL
MEREDITH LEE KERR
Notary Public, State of Illinois
Commission No. 1006900
My Commission Expires March 20, 2029

(Notary Public)

APPROVED AS TO CONTENT

Eric Dodrill, P.E., P.S., Erie County Engineer

Gary Weilnau, Building & Grounds Superintendent