

**FILED**

FEB 25 2020

Resolution # 13-1

*Don / King*  
Sangamon County Clerk

WHEREAS, County policies and procedures require both the assigned oversight committee and the County Board to approve all requests to procure goods and/or services costing \$30,000 or more; and,

WHEREAS, the Department of Building and Grounds wishes to procure goods and/or services from Tylex, Inc for the purpose of Wholesale Natural Gas in the amount of approximately \$52,000.00; and

WHEREAS, this purchase will allow Building and Grounds to provide natural gas service throughout our real estate portfolio at discount market rates; and

WHEREAS, as documented by the approval of this resolution, Building and Grounds Committee has approved the Building and Grounds Department's request to procure the items specified and the committee recommends that the County Board approve procurement of the same, and;

NOW, THEREFORE, BE IT RESOLVED that the Sangamon County Board, in session this 10th day of March, 2020, approves the procurement of the goods and/or services detailed above. The Elected Official/Department Head is authorized to sign required documents to execute the provision of this procurement.

\_\_\_\_\_  
Chairman, Sangamon County Board

ATTEST:

\_\_\_\_\_  
County Clerk

Attachment: Purchase Order form

Approved by the Building and Grounds Committee

February 24, 2020

Jason Cott, Chairman \_\_\_\_\_, Member

Zepp Small D, Member \_\_\_\_\_, Member

[Signature], Member \_\_\_\_\_, Member

B. M. Ch, Member \_\_\_\_\_, Member

\_\_\_\_\_, Member \_\_\_\_\_, Member

\_\_\_\_\_, Member \_\_\_\_\_, Member

\_\_\_\_\_, Member

TYLEX GAS SERVICE AGREEMENT

This Agreement is entered into as of the 4<sup>th</sup> of August 2017 between TYLEX, INC., a Texas Corporation ("Seller"), and SANGAMON COUNTY, IL ("Buyer").

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

Buyer agrees to buy from Seller, and Seller agrees to sell and deliver to Buyer, all of the natural gas that Buyer may require during the contract period as defined herein.

The initial Purchase Order and all subsequent Purchase Orders shall be in the form attached hereto as Exhibit "A". The term of the contract period will be set forth on the Purchase Order. Buyer must give Seller written notice at least 30 days prior to the end of the Contract Period if Buyer does not intend to enter into a new contract term with Seller. If Buyer does not give timely written notification then a new Purchase Order will be issued with a new contract term.

Delivery of gas is to city gate unless otherwise stated on the Purchase Order. Seller shall procure all transportation services required to transport gas to the Delivery Point(s) identified on a currently effective Purchase Order.

The Price paid by Buyer for gas delivered to Buyer by Seller at the Delivery Point(s) shall be that specified in a currently effective Purchase Order. Seller shall pay or cause to be paid all taxes lawfully levied on Seller, or otherwise to be borne contractually by Seller, and applicable to the gas delivered hereunder prior to its delivery to Buyer. Buyer shall pay all taxes lawfully levied on Buyer applicable to such gas after delivery to Buyer or for the account of Buyer.

Seller shall invoice Buyer monthly for gas delivered. If Seller's statement is delayed, the time for Buyer's payment shall be extended commensurately. If actual total MMBTU delivered are not available, billing may be done on an estimated basis, with a correction to actual totals the following month.

Invoices are due for payment on or before the 20th of each month. Payments shall be made by check, wire or ACH. If payments are mailed, the payments will be mailed to:

Tylex, Inc., PO Box 8285, Tyler, Texas 75711-8285.

Should Buyer fail to pay part or all of any billing for services rendered or for any other charges payable hereunder, interest on the unpaid balance shall accrue at the rate of one-and-one-half percent per month from the due day until date of payment.

If the financial responsibility of Buyer becomes impaired or unsatisfactory to Seller or parties with whom Seller has contracted on Buyer's behalf, Seller shall have the right to terminate until such time as the financial impairment has been remedied.

If either Seller or Buyer is rendered unable, by reason of an event of force majeure, to perform, wholly or in part, any obligation or commitment set forth in this Agreement, then upon such party's giving notice and full particulars of such event this Agreement shall be suspended to the extent and for the period of such force majeure condition.

TYLEX GAS SERVICE AGREEMENT (continued)

The terms of this Agreement, including but not limited to the price paid for gas, the identified transporting pipelines and cost of transportation, the volumes of gas purchased or sold and all other material terms of this Agreement shall be kept confidential by the parties hereto.

Notices and Invoices to Buyer and Seller:

Buyer:

SANGAMON COUNTY, IL  
200 S 9<sup>th</sup> Street #101  
Springfield, IL 62701  
Attn: Brian McFadden  
Phone: 217-753-6650  
Fax: 217-753-6651  
Email:

Seller:

TYLEX, INC.  
229 South Bonner Avenue  
Tyler, Texas 75702  
Phone: 903-593-2517  
Fax: 903-593-1238  
Email: tylex@tylex.com

This Agreement shall not be effective until executed by both parties on the signature page included herein. Any change, modifications or alteration of this Agreement shall be in writing, signed by the parties, and no course of dealing between the parties shall be construed to alter the terms hereof, except as expressly stated herein.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year first above written.

BUYER

SANGAMON COUNTY, IL

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

SELLER

TYLEX, INC.

BY: 

TITLE: Vice President

DATE: 8/30/2017

EXHIBIT "A"

PURCHASE ORDER

Date: February 21, 2020

This Purchase Order is made a part of and is subject to all terms and conditions set forth in that certain Tylex Gas Service Agreement dated August 4, 2017 by and between TYLEX, INC. ("Seller") and SANGAMON COUNTY, IL ("Buyer").

Terms:

- 1. Contract Period: September 1, 2020 through August 31, 2023
- 2. Quantity: Based on historical usage
- 3. Delivery Point(s): Ameren Illinois
- 4. Contract Gas Price:

A. Fixed price at \$2.79/MMBtu delivered to Ameren city gate for:

<u>Month</u>	<u>MMBtu</u>	<u>Month</u>	<u>MMBtu</u>	<u>Month</u>	<u>MMBtu</u>
Sep	480	Jan	3162	May	713
Oct	806	Feb	2184	Jun	450
Nov	1770	Mar	2170	Jul	465
Dec	2852	Apr	1320	Aug	496

B. Deliveries in excess of the fixed price volume will be priced at the NYMEX Last Day Settle Plus \$0.48/MMBtu.

- 5. Pipeline Reference: PEPL
- 6. Transportation: Included in Contract Gas Price Above
- 7. Buyer has the option to lock in volumes at a fixed price. Once volume, dates, and price are mutually agreed by Buyer and Seller, Seller will issue a revised Exhibit "A."

BUYER

SANGAMON COUNTY, IL

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

SELLER

TYLEX, INC.

BY: 

TITLE: Vice President

DATE: 2/21/2020