

8:00 P.M. CALL TO ORDER

 PLEDGE OF ALLEGIANCE

 ROLL CALL

ITEM # 1

SUBJECT: CONSIDER APPROVAL OF AGENDA

ACTION: Discussion - **Consider approval of agenda as written or amended.**

COMMENTS: _____

ITEM # 2

SUBJECT: CONSIDER APPROVAL OF MINUTES OF THE REGULAR BOARD MEETING HELD ON JUNE 17, 2014.

ACTION: Discussion - **Consider approval of minutes as written or amended.**

COMMENTS: _____

ITEM # 3

SUBJECT: CONSIDER APPROVAL OF THE FOLLOWING CONSENT AGENDA ITEMS:

- A. REQUEST FOR A BLOCK PARTY PERMIT ON SATURDAY, JULY 12, 2014 AT THE 16100 BLOCK OF LAKE VILLA AVENUE (PARK PLACE VILLAS).
- B. REQUEST FOR A BLOCK PARTY PERMIT ON SATURDAY, AUGUST 2, 2014 AT THE 17400 BLOCK OF CASTLE DRIVE.
- C. REQUEST FOR A BLOCK PARTY PERMIT ON SATURDAY, AUGUST 9, 2014, AT THE 16700 BLOCK OF OCONTO AVENUE.
- D. REQUEST FROM THE NATIONAL ASSOCIATION OF TOWN WATCH (NATW) TO PROCLAIM TUESDAY, AUGUST 5, 2014, AS THE 31ST ANNUAL NATIONAL NIGHT OUT IN THE VILLAGE OF TINLEY PARK.
- E. REQUEST PROCLAIMING JUNE 30, 2014 “JEANNE CONDON DAY” IN THE VILLAGE OF TINLEY PARK UPON HER RETIREMENT FROM THE VILLAGE AFTER 33 YEARS OF SERVICE.
- F. PAYMENT OF OUTSTANDING BILLS IN THE AMOUNT OF \$527,375.14 AS LISTED ON THE VENDOR BOARD APPROVAL REPORTS DATED JUNE 20 AND JUNE 27, 2014.

ACTION: Discussion – **Consider approval of consent agenda items.**

COMMENTS: _____

ITEM #4

SUBJECT: CONSIDER ORDINANCE NUMBER 2014-O-022 AMENDING THE VILLAGE OF TINLEY PARK ZONING ORDINANCE WITH REGARD TO ZONING RESTRICTIONS FOR MEDICAL CANNABIS DISPENSARIES AND CULTIVATION FACILITIES – **Trustee Hannon**

ACTION: Discussion: The proposed ordinance would provide for a text amendment to the Tinley Park Zoning Ordinance to Section II.B. (Definitions) and Section V.B. (Schedules of Regulation) for the purpose of regulating the location of medical cannabis dispensaries and cultivation facilities due to the Compassionate Medical Cannabis Pilot Act. Based upon research by Village Departments and a Public Hearing at the Plan Commission held June 19, 2014, the Plan Commission recommends modification to the schedule of use regulations to allow medical cannabis cultivation facilities as a Special Use in the ORI District (Office and Restricted Industrial) and medical cannabis dispensing facilities as a Special Use in the M-1 District (General Manufacturing). Medical cannabis dispensaries and cultivation facilities would be a prohibited use in all Residential Zoning Districts (R-1, R-2, R-3, R-4, R-5, R-6, and R-7), all Business Districts (B-1, B-2, B-3, B-4, and B-5), Certain Industrial Districts (MU-1) and all Legacy Code Character Districts (DC, DG, DF, NG, NF). This item was considered at Planning and Zoning Committee meetings on April 15, 2014 and June 10, 2014. **Consider concurring with the recommendation of the Plan Commission and direct the Village Attorney to draft the ordinance with this constituting first reading.**

COMMENTS: _____

ITEM #5

SUBJECT: CONSIDER ORDINANCE NUMBER 2014-O-023 GRANTING VARIATION FOR A FRONT YARD ENCROACHMENT ON A CORNER LOT FOR A FENCE AT 6502 W. 175th STREET WITHIN THE VOGT SUBDIVISION AND THE R-5 ZONING DISTRICT (SULLIVAN) – **Trustee Hannon**

ACTION: Discussion: The petitioner, Patrick Sullivan, requests a variation to allow a sixteen-feet, nine inch (16’9”) encroachment into the required twenty-five feet (25’) minimum front yard setback to allow a fence to be placed eight-feet, three inches (8’3”) from the property line on the east side of the corner lot. The variation was requested because the house, constructed in about 1929 is also eight-feet, three inches (8’3”) from the property line on the east side of the property (the lot is non-conforming to the Zoning Ordinance). The petitioner is requesting the fence be placed aligned with the house and then aligned inward to meet the garage. A public hearing was held at the Zoning Board of Appeals (ZBA) on June 26, 2014 and the ZBA recommended that the Village Board grant the variation on a vote of 5-0-2. **Consider concurring with the recommendation of the Zoning Board of Appeals and direct the Village Attorney to draft the ordinance with this constituting first reading.**

COMMENTS: _____

ITEM #6

SUBJECT: CONSIDER ORDINANCE NUMBER 2014-O-015 AMENDING SECTION 131.25 OF CHAPTER 131 OF TITLE XIII OF THE TINLEY PARK MUNICIPAL CODE – RETAIL THEFT – **Trustee Maher**

Action: In 1999, the Village enacted an ordinance to allow police officers to charge retail theft offenders with a local ordinance violation if the following criteria were met:

1. The value of the property stolen was less than \$50;
2. The offender was a first-time offender;
3. There were no extenuating circumstances that would preclude the offender from being eligible for an ordinance citation; and
4. There were no objections by the retailer or the retailer’s representative.

Since the establishment of the Ordinance, the \$50 benchmark has become outdated. Staff is recommending that the monetary threshold be increased from \$50 to \$150. All remaining/existing criteria are also recommended to be continued. The Village Attorney has reviewed the proposed change and has found it to be acceptable. Consider Ordinance Number 2014-O-015 amending section 131.25 of Chapter 131 of Title XIII of the Tinley Park Municipal Code – Retail Theft. **This Ordinance is eligible for first reading.**

COMMENTS: _____

ITEM #7

SUBJECT: CONSIDER RESOLUTION 2014-R-023 AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT (IGA) FOR FLEET MAINTENANCE OF FIRE DEPARTMENT VEHICLES WITH THE MOKENA FIRE PROTECTION DISTRICT - **Trustee Maher**

ACTION: Discussion: The Village budget includes funds for the maintenance and repair of large vehicles for the Fire Department. The equipment is specialized and requires mechanics with certifications beyond the standard vehicle mechanic. For the past several years, the Public Works Department and Fire Department have utilized the Mokena Fire Protection District to provide service to fire vehicles and found them to be an acceptable organization to provide such repairs. The IGA includes a specific price table for standard repair and maintenance. The Village Attorney has reviewed the agreement and finds it acceptable. This item was discussed at the June 17, 2014, Public Safety Committee meeting and recommended for approval. **This Resolution is eligible for first reading.**

COMMENTS: _____

ITEM #8

SUBJECT: CONSIDER AWARDING A CONTRACT TO KURTZ AMBULANCE SERVICE FOR EMERGENCY MEDICAL SERVICES – **Trustee Maher**

ACTION: The Village’s current Emergency Medical Service (EMS) contract expires on July 31, 2014. Earlier this year, the Village issued a Request for Proposal (RFP) for EMS and received proposals from two (2) qualified vendors. Kurtz Ambulance Service was deemed to have provided the Village with the lowest response and responsible proposal based on their prior work history, reference checks and cost proposals. Under the terms of the proposed contract, the Village will increase the number of ambulances dedicated to the Village from four (4) to five (5) during peak (6 AM to Midnight) service hours. All ambulances servicing the Village will also be required to be equipped with Global Positioning Systems (GPS). The term of the agreement will be four (4) years from August 1, 2014 through July 31, 2018. This item was discussed at the June 4, 2014, Public Safety Committee meeting and recommended for approval. **Consider Awarding a Contract to Kurtz Ambulance Service for Emergency Medical Services in a not to exceed amount of \$3,758,531.77 over the term of the agreement.**

COMMENTS: _____

ITEM #9

SUBJECT: CONSIDER AWARDING A CONTRACT TO RICCIO CONSTRUCTION OF PALOS PARK, IL FOR 70TH COURT WATER MAIN REPLACEMENT - Trustee Staunton

ACTION: Discussion: The scope of work is to replace existing water main along 70th Court due to its age and service history. The project will also replace the existing 6” pipe with an 8” pipe. Bids were opened on Thursday, May 22, 2014, as follows:

Contractor	Bid Amount
Riccio Construction, Palos Park, IL	\$298,381
M & J Underground, Monee, IL	\$305,785.17
Airy’s Inc., Tinley Park, IL	\$327,619
Len Cox & Sons, Crest Hill, IL	\$348,984
Budgeted Amount	\$400,000

The original low bidder, Olthoff, Inc., requested to withdraw their bid due to computation errors in the bid they submitted. The next lowest responsible bidder is Riccio Construction of Palos Park with a bid of \$298,381 which is \$101,619 under the budgeted amount for this project. This item was discussed at the Public Works Committee meeting held prior to this meeting. **If recommended for approval consider allowing Olthoff, Inc. to withdrawl their bid and award the contract to the lowest responsible bidder, Riccio Construction, of Palos Park, IL for the 70th Court Water Main Replacement Project in an amount not to exceed \$298,381.**

COMMENTS: _____

ITEM #10

SUBJECT: CONSIDER AWARDING A CONTRACT TO AIRY’S, INC. OF TINLEY PARK, IL FOR 164TH PLACE WATER MAIN REPLACEMENT - Trustee Staunton

ACTION: Discussion: The scope of work is to replace existing water main along 164th Place due to its age and service history. The project will also replace the existing 6” pipe with an 8” pipe. Bids were opened on Thursday, May 22, 2014, as follows

Contractor	Bid Amount
Airy’s Inc., Tinley Park, IL	\$271,677
Riccio Construction, Palos Park, IL	\$274,800
M & J Underground, Monee, IL	\$284,528
Len Cox & Sons, Crest Hill, IL	\$302,573
Budgeted Amount	\$350,000

The original low bidder, Olthoff, Inc., requested to withdraw their bid due to computation errors in the bid they submitted. The next lowest responsible bidder is Airy’s Inc., of Tinley Park with a bid of \$271,677 which is \$78,323 under the budgeted amount for this project. This item was discussed at the Public Works Committee meeting held prior to this meeting. **If recommended for approval consider allowing Olthoff, Inc. to withdrawl their bid and award the contract to the lowest responsible bidder, Airy’s Inc., of Tinley Park for the 164th Place Water Main Replacement Project in an amount not to exceed \$271,677.**

COMMENTS: _____

ITEM #11

SUBJECT: CONSIDER AWARDING A CONTRACT TO AIRY’S, INC. OF TINLEY PARK, IL FOR OTTAWA AVENUE WATER MAIN REPLACEMENT - Trustee Staunton

ACTION: Discussion: The scope of work is to replace existing water main along Ottawa Avenue due to its age and service history. The project will also replace the existing 6” pipe with an 8” pipe. Bids were opened on Thursday, May 22, 2014, as follows

Contractor	Bid Amount
Airy’s Inc., Tinley Park, IL	\$283,985
Len Cox & Sons Crest Hill, IL	\$287,646
M & J Underground, Monee, IL	\$297,841
Riccio Construction, Palos Park, IL	\$300,912
Budgeted Amount	\$400,000

The original low bidder, Olthoff, Inc., requested to withdraw their bid due to computation errors in the bid they submitted. The next lowest responsible bidder is Airy’s Inc., of Tinley Park with a bid of \$283,985 which is \$116,015 under the budgeted amount for this project. This item was discussed at the Public Works Committee meeting held prior to this meeting. **If recommended for approval consider allowing Olthoff, Inc. to withdrawl their bid and award the contract to the lowest responsible bidder, Airy’s Inc., of Tinley Park for the Ottawa Avenue Water Main Replacement Project in an amount not to exceed \$283,985.**

COMMENTS: _____

ITEM #12

SUBJECT: CONSIDER ORDINANCE NUMBER 2014-O-011 AMENDING A WATER SALE, PURCHASE AND SERVICE AGREEMENT BETWEEN THE VILLAGE OF OAK LAWN, ILLINOIS AND CERTAIN MUNICIPAL CUSTOMERS – Trustee Staunton

ACTION: Discussion: In December, 2013 the Village Board approved Ordinance 2013-O-055, approving a long term water sale, purchase and service agreement with the Village of Oak Lawn and other municipalities. The Village of Oak Lawn has asked for minor modifications to the water agreement including:

- 1.) Extending the time of the Southeast and North Municipalities Customer agreements for approval. This change has no bearing on the effective date of Tinley Park’s agreement.
- 2.) The addition of transmission main maintenance costs applicable to Olympia Fields. The addition reduces the cost for all other customers accordingly.

The Village Attorney has reviewed the proposed amendments and finds the changes acceptable. **This Ordinance is eligible for adoption.**

COMMENTS: _____

ITEM #13

SUBJECT: CONSIDER ORDINANCE NO. 2014-O-021 AMENDING ORDINANCE NUMBER 2014-O-005 ESTABLISHING PAY SCALES AND CERTAIN FRINGE BENEFITS FOR EMPLOYEES FOR THE FISCAL YEAR ENDING APRIL 30, 2015 – **Trustee Leoni**

ACTION: Discussion: With the recent retirement of the Administrative Assistant to the Village Board and Village Managers, staff was directed to review and update the job description and duties for that position. This Ordinance modification establishes a redefined list of duties and job standards as well as updated pay scales for this position. **This Ordinance is eligible for first reading.**

COMMENTS: _____

ITEM #14

SUBJECT: CONSIDER ORDINANCE NUMBER 2014-O-019 AMENDING CHAPTER 98 AND 100 TITLE IX OF THE TINLEY PARK MUNICIPAL CODE REGARDING LANDSCAPE MAINTENANCE/NUISANCE – **Trustee Grady**

ACTION: Discussion: The Tinley Park Municipal Code includes regulations regarding the responsibility of property owners in the Village of Tinley Park to maintain their property. This modification would allow the Tinley Park Code Enforcement Officer enhancement language to and manage overgrown landscaping, trees, shrubs, plants and flowers that may create a public nuisance. This amendment would provide language for the said nuisance to be abated by the property owner. This amendment to the code establishes a violation fee to encourage property owners to work with Village staff in correcting any nuisance complaints. Should the violation not be abated and negotiated in the indicated time frame, this ordinance provides the Code Compliance Officer the ability to issue fines for up to \$250. This item was discussed and recommended for approval at a meeting of the Committee of the Whole held on June 10th. **This Ordinance is eligible for first reading.**

COMMENTS: _____

ITEM #15

SUBJECT: CONSIDER ORDINANCE NUMBER 2014-O-020 AMENDING TITLE VII, CHAPTER 80, SECTION 80.03(E) (2) OF THE TINLEY PARK VILLAGE CODE IN REGARD TO THE VILLAGE’S NON-VEHICLE ADMINISTRATIVE ADJUDICATION SYSTEM – **Trustee Grady**

ACTION: This ordinance enhancement would allow the Tinley Park Code Compliance Officer to deliver a copy of a violation notice to the person charged with a possible offense by first class United States Mail, postage pre-paid. This notification process enhancement will help streamline our communication efforts with the property owners and make the delivery system more efficient in an effort to obtain compliance from property owners regarding nuisance complaints such as tall grass, weeds, and other general property maintenance issues. This item was discussed and recommended for approval at a meeting of the Committee of the Whole held on June 10, 2014. **This Ordinance is eligible for first reading.**

COMMENTS: _____

ITEM # 16

SUBJECT: CONSIDER THE FOLLOWING 2014/2015 COMMISSION/COMMITTEE APPOINTMENTS- President Zabrocki

ACTION: Discussion:

Civil Service

Edward Brosius
Charley Smith
Robert Leoni

Community Resource

Reta Brudd
Don Budny
Ron Centanni
Mike Cutrano
Debbie Melchert
Al Siegers
Barbara Whalen
David Szumigalski
Michael Sevier
Sheri Reiplinger

Associates Members

John Carey
Garrett Gray

Economic Commercial

Marty Ward
David Spedale
Dennis Reidy
Chris Shoemaker

Economic Commercial Cont'

Mohammed Nofal
Rebecca Palumbo
Curt Fiedler
Kathy Mahoney
Chris Verstrate
Jay Walsh
A Rubino

Associates Members

Chamber President
Jim Mohler
Kevin Suggs
Robert Workman

Environmental

John Barajas
Paul Mikula
Beth Mikula
Eric Nanney
Matt Sheedy
Jeff Mech

Environmental

Antonio Halek
Michelle Sigler

Historic Preservation

Paul Cummins
Paul Lechner
Robert Paszczyk

Main Street

Mike Clark
Jim Fuentes
Rick Butkus
Kim Scalise
Amanda Young
Marissa Caruso

Beth Fahey

ExOfficio Members

Bob Haustein, Chamber Rep

Plan Commission

Rita Walker
Kevin Berry
Art Pierce
Bob McClellan
Maureen McLeod
Bill Reidy
Mark Moylan
Tom Mahoney
Jeff Ficaro

Senior Services

Andy Ashmus
Joe Staackmann
Char VanTreeck
Margaret Weiner
Marcia Hecht
Phyllis Groberski
Vicki Hayes

Robert Hayes

Rosemarie Bauer

Associate Members

Mike Cutrano (also on CRC)
Bob VanTreeck

Sister Cities

Randy Tietz
Carol Tietz
Joanne Dykhuizen
Peggy Petrovich
Dianne Przybylski
Marilyn Bill
Roxane DeVos Tyssen

Veterans Commission

Wiley Roberts
Mike Gibbons
Norm Pestlin
Colleen Simon
Bruce Lorence
Bill Conner
Robert Baisa
William Rasmusen
Frank Mulcahy
Ron Seiner
Fred Cagle (VFW Commander)

AssociateMembers

Ken Fulton
Jack Morley
Arlene Morley
Ken Wrezzes
Anthony Castillo
Bill Minnich (Military Order of Purple Heart)
Donna Gibbons (Legion Aux)

Zoning Board

Sam Cardella
Pat Conway
Tom Hanna
Ed Barta
Mike Krause
Dave Samuelson
Jerry Radecky

Police Pension Board

Delynn Kiedaisch
Ray Violetto
Timothy Ehlers
Michael Levickas
Carl Lindokken

Crime Prevention

Dina Navas
Gregory Serratore
Ed Poplichak
Thomas Zarecki
Don Larsen
Tim Griffin
Camille Hicks
Colleen Shaughnessy
Maureen Levins

DARE

Bob Shervino
Scott Heim
Rich Adamski
Keith Schissler
Stella Sierra-Cruz
Janet Czuchra
Associates –
Don Budney
Debbie Melchert
Ron Centanni

**Emergency Telephone
Systems Board**

Trustee Seaman
Trustee Maher
Trustee Leoni
Pat Carr
Ken Dunn
Steve Neubauer
John Urbanski

Consider appointment of 2014/2015 Commission/Committee members.

COMMENTS:

ITEM #17

SUBJECT: RECEIVE COMMENTS FROM THE BOARD AND STAFF

COMMENTS:

ITEM #18

SUBJECT: RECEIVE COMMENTS FROM THE PUBLIC

COMMENTS:

ITEM #19

ADJOURNMENT

**MINUTES OF THE BOARD OF TRUSTEES,
VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES,
ILLINOIS, HELD JUNE 17, 2014**

The regular meeting of the Board of Trustees, Village of Tinley Park, Illinois, was held in the Municipal Building on June 17, 2014. President Zabrocki called this meeting to order at 8:00 p.m. and led the Board and audience in the Pledge of Allegiance.

Present and responding to roll call were the following:

Village President:	Edward J. Zabrocki
Village Clerk:	Patrick E. Rea
Trustees:	David G. Seaman Gregory J. Hannon Brian S. Maher Patricia A. Leoni T.J. Grady
Absent Trustee:	Thomas J. Staunton, Jr.
Also Present:	
Village Manager:	David J. Niemeyer
Village Attorney:	Thomas M. Melody
Village Attorney:	David L. Anders
Village Engineer:	Jennifer S. Prinz

Motion was made by Trustee Seaman, seconded by Trustee Grady, to approve the agenda as written or amended for this meeting. Vote by voice call. President Zabrocki declared the motion carried.

Motion was made by Trustee Leoni, seconded by Trustee Hannon, to approve and place on file the minutes of the regular Village Board meeting held on June 3, 2014. Vote by voice call. President Zabrocki declared the motion carried.

President Zabrocki asked the Village Clerk to explain the new procedure regarding the Consent Agenda. Clerk Rea stated that, under that advisement of the Village Attorney, the Consent Agenda Items will now be read aloud during the Village Board meetings due to an Open Meetings Act "Public Recital" requirement. This requirement ensures that any additional pertinent information beyond the agenda description is provided prior to vote.

President Zabrocki presented the following consent agenda items read by the Village Clerk:

- A. CONSIDER REQUEST FROM YOU CAN MAKE IT, INC. TO CONDUCT A FUNDRAISER (TAG DAY) ON JUNE 27 AND JUNE 28, 2014, AT CERTAIN INTERSECTIONS IN THE VILLAGE OF TINLEY PARK.
- B. PAYMENT OF OUTSTANDING BILLS IN THE AMOUNT OF \$1,810,201.62 AS LISTED ON THE VENDOR BOARD APPROVAL REPORTS DATED JUNE 6 AND JUNE 13, 2014.

Motion was made by Trustee Seaman, seconded by Trustee Hannon, to approve the consent agenda items. Vote on roll call: Ayes: Seaman, Hannon, Maher, Leoni, Grady. Nays: None. Absent: Staunton, Jr. President Zabrocki declared the motion carried.

Motion was made by Trustee Maher, seconded by Trustee Seaman, to waive first reading, adopt and place on file **RESOLUTION NUMBER 2014-R-029 RECOGNIZING FATHER STEVE LANZA FOR HIS DEDICATION TO THE PARISHIONERS OF ST. JULIE'S PARISH AND HIS CONTRIBUTIONS TO THE VILLAGE OF TINLEY PARK.** The Village of Tinley Park recognizes Father Steve Lanza for his many contributions to Tinley Park through his service at St. Julie's Catholic Church over the past thirteen (13) years and wishes him much success in his new assignment at Sacred Heart Catholic Church in Winnetka. President Zabrocki noted that this item was in its final adoption stage and asked if anyone cared to address the Board. No one came forward. Vote on roll call: Ayes: Seaman, Hannon, Maher, Leoni, Grady. Nays: None. Absent: Staunton, Jr. President Zabrocki declared the motion carried.

Motion was made by Trustee Hannon, seconded by Trustee Seaman, to adopt and place on file **ORDINANCE NUMBER 2014-O-012 GRANTING VARIATIONS FOR CERTAIN PROPERTY LOCATED AT 8325 AND 8355 W. 159TH STREET (CHRYSLER GROUP).** On May 15, 2014, the Plan Commission granted site plan approval to allow the Petitioner – Chrysler Group – to renovate and consolidate two (2) automotive dealership properties into a single building and lot. The scope of work proposed includes the demolition of the current Chrysler building and the renovation and expansion of the former Mazda building into an approximately 46,000 square foot facility for use by Chrysler, Jeep, Dodge and RAM brands. As part of this project, the Petitioner requested an appeal from the Village's Building Code to allow for the use of storefront glass, stucco, and aluminum architectural panels as the primary exterior materials. In addition, the Petitioner also requests the following variations:

1. A four (4) foot increase to the maximum monument sign height to allow for a fourteen (14) foot tall monument sign at the main entrance on 159th Street where ten (10) feet is permitted (Section IX.D.4.a.2);
2. A four (4) unit increase to the maximum number of wall mounted signs to allow for six (6) wall mounted signs where two (2) are permitted on a corner lot (Section IX.D.1.c);
3. A 43 square foot variance to the maximum amount of wall mounted sign area to allow for 163 square feet of wall mounted sign area where 120 square feet is permitted (Section IX.D.3.b);
4. A two (2) foot reduction in parking lot aisle width to allow for a 24 foot parking lot aisle width where 26 feet is required (Section VIII, Table 2); and
5. A one-half (0.5) foot reduction in parking space length and width to allow for 8'-6" by 18' parking space dimensions where 9' by 18'-6" is required (Section VIII.A.5).

The subject property is located in the B-5, Automotive Service Zoning District. A public hearing was held by the Plan Commission on May 15, 2014, and the variations were recommended for approval on a 6-0-0 vote. This item was discussed at the Building and Compliance Committee meeting held on May 6, 2014. President Zabrocki noted that this item was in its final adoption stage and asked if anyone cared to address the Board. No one came forward. Vote on roll call:

Ayes: Seaman, Hannon, Maher, Leoni, Grady. Nays: None. Absent: Staunton, Jr. President Zabrocki declared the motion carried.

Motion was made by Trustee Hannon, seconded by Trustee Seaman, to **APPROVE A PLAT OF CONSOLIDATION FOR CERTAIN PROPERTIES LOCATED AT 8325 & 8355 W. 159th STREET (CHRYSLER GROUP)**. A component of the Chrysler Group project is the assemblage of the existing two (2) commercial lots that comprise the overall development site. The Plat of Consolidation will effectively create a single zoning lot under sole ownership of the Chrysler Group, as well as establish any easements required of the development. On May 15, 2014, the Plan Commission recommended approval of the Plat of Consolidation by a vote of 6-0-0. President Zabrocki noted that this item was in its final adoption stage and asked if anyone cared to address the Board. No one came forward. Vote by voice call. President Zabrocki declared the motion carried.

Motion was made by Trustee Hannon, seconded by Trustee Leoni, to place on the table **ORDINANCE 2014-O-013 GRANTING A SPECIAL USE PERMIT FOR THE CONSTRUCTION OF A PERSONAL WIRELESS SERVICE FACILITY FOR NATIONAL WIRELESS VENTURES, LLC, REPRESENTING AT&T WIRELESS, INC, AT CHRISTA MCAULIFFE SCHOOL (8944 174th STREET) ON LAND LEASED FROM KIRBY SCHOOL DISTRICT 140 AND WITHIN THE R-3PD SINGLE-FAMILY RESIDENTIAL ZONING DISTRICT** to the Village Board meeting on July 15, 2014. Trustee Hannon noted that as part of the Village's continuing study of the Petitioner's Application for Special Use Permit and having heard the voices of the objectors, the Village Board has requested further study of the Special Use Petitions before us. The Board intends to have the Village's telecommunications consultant provide additional review. We feel the need to study the application over again and be sure we have considered all potential impacts. Therefore, I ask that the Board table these Special Use Petitions to July 15, 2014, for second reading and consideration of Ordinance 2014-O-013. President Zabrocki asked if anyone cared to address the Board.

The following residents approached the Board with concerns and opposition to the installation of cell towers at Christa McAuliffe and Helen Keller Schools:

Pat O'Keefe, 16236 Hamilton Avenue
Frank Grabrowski, 7901 W. Arlington Street
Neil Stapleton, 16125 Kensington Avenue

Vote by voice call. President Zabrocki declared the motion carried.

Motion was made by Trustee Hannon, seconded by Trustee Leoni, to place on the table **ORDINANCE 2014-O-014 GRANTING A SPECIAL USE PERMIT FOR THE CONSTRUCTION OF A PERSONAL WIRELESS SERVICE FACILITY FOR NATIONAL WIRELESS VENTURES, LLC, REPRESENTING AT&T WIRELESS, INC, AT HELEN KELLER SCHOOL (7846 163rd STREET) ON LAND LEASED FROM KIRBY SCHOOL DISTRICT 140 AND WITHIN THE R4 SINGLE FAMILY RESIDENTIAL ZONING DISTRICT** to the Village Board meeting on July 15, 2014. Trustee Hannon noted that as part of the Village's continuing study of the Petitioner's Application for Special Use Permit and having heard the voices of the objectors, the Village Board has requested further study of the Special Use Petitions before us. The Board intends to have the Village's telecommunications consultant provide additional review. We feel the need to study the application over again and be sure we have considered all

potential impacts. Therefore, I ask that the Board table these Special Use Petitions to July 15, 2014, for second reading and consideration of Ordinance 2014-O-014. President Zabrocki asked if anyone cared to address the Board. See comments in previous item. President Zabrocki asked that the resident choose a small group of representatives to be present at the meetings to review the cell tower information. Vote by voice call. President Zabrocki declared the motion carried.

Motion was made by Trustee Hannon, seconded by Trustee Seaman, to adopt and place on file **ORDINANCE NUMBER 2014-O-018 GRANTING A REAR YARD SETBACK VARIATION FOR AN ADDITION OF A THREE-SEASON ROOM TO AN EXISTING RESIDENCE AT 16958 AUTUMN DRIVE WITHIN THE LANCASTER HIGHLANDS SUBDIVISION AND THE R-4 ZONING DISTRICT (SCHAPEN)**. This item was heard at a public hearing held at the Zoning Board of Appeals meeting on May 22, 2014. The Petitioner, Jim Schapen, requested a five foot (5') variation to the required thirty foot (30') rear yard setback. The variation was requested to accommodate the addition of a three-season room where a concrete patio currently exists at the rear of the residence. The lot has steep grade changes in the side yard and rear yard that make it difficult for the addition to be built in another area. The proposed three-season room addition is 225 square feet and measures 15'x15'. On a vote of 6-0-1, the ZBA recommended that the Village Board grant the variation. President Zabrocki noted that this item was in its final adoption stage and asked if anyone cared to address the Board. No one came forward. Vote on roll call: Ayes: Seaman, Hannon, Maher, Leoni, Grady. Nays: None. Absent: Staunton, Jr. President Zabrocki declared the motion carried.

Motion was made by Trustee Seaman, seconded by Trustee Maher, to adopt and place on file **ORDINANCE NUMBER 2014-O-016 AMENDING CHAPTER 132 OF TITLE XIII OF THE TINLEY PARK MUNICIPAL CODE – VIDEO GAMING LICENSE FEES**. This amendment revises Chapter 132 of Title XIII of the Tinley Park Municipal Code - Video Gaming, by eliminating the requirement of a sticker or decal for each gaming terminal and provides for the issuance of a license which must be displayed in a conspicuous place by the business. The amendment also includes a \$50 penalty for license renewals received after January 31st of the year following the expiration of the license. All annual licenses shall terminate on December 31st of each year. However, if license is applied for after six months or more of the calendar year have expired, the fee would be one-half of the license fee. This item was discussed at the Joint Finance and Economic Development and the Budget, Audit and Administration Committees on May 13, 2014, and recommended for approval. President Zabrocki noted that this item was in its final adoption stage and asked if anyone cared to address the Board. No one came forward. Vote on roll call: Ayes: Seaman, Hannon, Maher, Leoni, Grady. Nays: None. Absent: Staunton, Jr. President Zabrocki declared the motion carried.

Motion was made by Trustee Leoni, seconded by Trustee Seaman, to adopt and place on file **RESOLUTION NUMBER 2014-R-027 AUTHORIZING A LETTER AGREEMENT WITH SOUTH SUBURBAN MAYORS AND MANAGERS (SSMMA) FOR REIMBURSEMENT OF VILLAGE FUNDS USED TO EXTEND CHICAGO SOUTHLAND FIBER NETWORK (CSFN) INFRASTRUCTURE FOR JOINT USE BY THE VILLAGE OF TINLEY PARK AND THE CHICAGO SOUTHLAND FIBER NETWORK**. On May 20, 2014, the Village of Tinley Park entered into a lease agreement with the CSFN and SSMMA for a fiber optic networking system to service the region including portions of the Village of Tinley Park. During the negotiations for the lease agreement it was determined that there would be an economy of scale to add additional fiber network infrastructure from the 80th Avenue Train Station to the water tower on 179th Street. This infrastructure improvement would be installed by the CSFN contractor and funded through the

Village of Tinley Park through the current fiber optic budget line item. The construction contract under SSMMA is in the amount of \$144,534. This construction amount is \$152,466 under the previous Village construction estimate with a savings coming from the economies of scale with the regional fiber network contract. As part of this funding project, SSMMA has agreed to reimburse the Village funds used to extend this CSFN infrastructure as provided in the letter agreement. This item was discussed and recommended for approval at the Public Works Committee meeting held on May 13, 2014. President Zabrocki noted that this item was in its final adoption stage and asked if anyone cared to address the Board. No one came forward. Vote on roll call: Ayes: Seaman, Hannon, Maher, Leoni, Grady. Nays: None. Absent: Staunton, Jr. President Zabrocki declared the motion carried.

Motion was made by Trustee Leoni, seconded by Trustee Seaman, to adopt and place on file **RESOLUTION NUMBER 2014-R-028 AUTHORIZING A LETTER OF INTENT BY AND BETWEEN THE VILLAGE OF TINLEY PARK AND THE ILLINOIS DEPARTMENT OF TRANSPORTATION – FOR THE ROAD EXPANSION AND EXTENSION OF 191ST STREET FROM HARLEM AVENUE TO OAK PARK AVENUE.** The Village of Tinley Park in conjunction with the Illinois Department of Transportation has completed a Phase 1 & Phase 2 design for the expansion and extension of 191st Street between Harlem Avenue and Oak Park Avenue. The general scope of work consists of adding dual turn lanes and a northbound right turn lane along Harlem Avenue, the widening of 191st Street at Harlem Avenue and the full extension of 191st Street from Harlem Avenue to Oak Park Avenue. The Village has secured funds for the construction through the South Suburban Mayors and Manager's Surface Transportation Program as well as 5 to 1 Federal Funding Grant Share for this program. The Village's local share has been budgeted for in the 2015 Fiscal Budget. This Letter of Intent will serve as the basis for the preparation of the formal Intergovernmental Agreement between the Village of Tinley Park and the Illinois Department of Transportation. It is anticipated that the Intergovernmental Agreement would be available for consideration by the end of September 2014. During that time a formal bid schedule would be established along with the consideration of a future Wetland Credit Agreement. This item was discussed at the Public Works Committee meeting held on May 20, 2014, and recommended for approval. President Zabrocki noted that this item was in its final adoption stage and asked if anyone cared to address the Board. No one came forward. Vote on roll call: Ayes: Seaman, Hannon, Maher, Leoni, Grady. Nays: None. Absent: Staunton, Jr. President Zabrocki declared the motion carried.

Motion was made by Trustee Leoni, seconded by Trustee Hannon, to adopt and place on file **RESOLUTION NUMBER 2014-R-024 APPROVING A LOCAL AGENCY AGREEMENT WITH THE ILLINOIS DEPARTMENT OF TRANSPORTATION (IDOT) FOR FEDERAL PARTICIPATION IN PHASE II (TWO) ENGINEERING RELATED TO THE PROPOSED ROUNDABOUT AT OAK PARK AVENUE AND 183RD STREET.** The Village and the Village Engineer have been working with the Illinois Department of Transportation (IDOT) to obtain approval for the proposed roundabout at 183rd Street and Oak Park Avenue. Phase I Engineering was successfully completed in 2013. The Village must now enter into a local agency agreement with IDOT to commit the Village to complete Phase II Engineering. The scope of work includes the design for roadway reconstruction and the conversion of the signalized intersection to a roundabout. The cost for the Phase II Engineering is \$180,000 with 80% being funded from IDOT and the Village being required to provide a 20% match (\$36,000). This agreement commits the Village to their local share due and is required in order for the Village to take advantage of the Federal Funding. The Village will be responsible for the expenditure of the full \$180,000 with reimbursement by the State in the amount of \$144,000. This item was discussed at the Public Works Committee meeting held on

May 20, 2014, and recommended for approval. President Zabrocki noted that this item was in its final adoption stage and asked if anyone cared to address the Board. Mary Alexander, 16224 Everdon, stated her concerns with the roundabout. Vote on roll call: Ayes: Seaman, Hannon, Maher, Leoni, Grady. Nays: None. Absent: Staunton, Jr. President Zabrocki declared the motion carried.

Motion was made by Trustee Leoni, seconded by Trustee Hannon, to adopt and place on file **RESOLUTION NUMBER 2014-R-025 APPROVING A PRELIMINARY ENGINEERING SERVICES AGREEMENT FOR FEDERAL PARTICIPATION (CMAQ FUNDING) BETWEEN THE VILLAGE OF TINLEY PARK AND ROBINSON ENGINEERING, LTD. TO COMPLETE PHASE II ENGINEERING RELATED TO THE PROPOSED ROUNDABOUT AT OAK PARK AVENUE AND 183RD STREET.** The Village and the Village Engineer continue to work with the Illinois Department of Transportation (IDOT) to obtain approvals for the proposed roundabout at 183rd Street and Oak Park Avenue. Phase I was recently approved by IDOT. Per the companion resolution above, the Village must enter into an engineering agreement in order to complete Phase II (Two) Engineering. The Village selected Robinson Engineering through the QBS process and they have been involved in the project since inception. The Village of Tinley Park budgeted for this project within the 2015 FY budget with a net \$36,000 of the total budgeted amount (\$180,000) for the local match for engineering services. This item was discussed at the Public Works Committee meeting held on May 20, 2014, and recommended for approval. President Zabrocki noted that this item was in its final adoption stage and asked if anyone cared to address the Board. No one came forward. Vote on roll call: Ayes: Seaman, Hannon, Maher, Leoni, Grady. Nays: None. Absent: Staunton Jr. President Zabrocki declared the motion carried.

Motion was made by Trustee Leoni, seconded by Trustee Grady, to place on first reading **ORDINANCE NUMBER 2014-O-011 AMENDING A WATER SALE, PURCHASE AND SERVICE AGREEMENT BETWEEN THE VILLAGE OF OAK LAWN, ILLINOIS AND CERTAIN MUNICIPALCUSTOMERS.** In December, 2013 the Village Board approved Ordinance 2013-O-055, approving a long term water sale, purchase and service agreement with the Village of Oak Lawn and other municipalities. The Village of Oak Lawn has asked for minor modifications to the water agreement including:

- 1.) Extending the time of the Southeast and North Municipalities Customer agreements for approval. This change has no bearing on the effective date of Tinley Park's agreement.
- 2.) The addition of transmission main maintenance costs to Olympia Fields. The addition lessens the cost for all other customers accordingly.

The Village Attorney has reviewed the proposed amendments and finds the changes acceptable. President Zabrocki asked if anyone cared to address the Board. No one came forward. Vote by voice call: President Zabrocki declared the motion carried.

Motion was made by Trustee Leoni, seconded by Trustee Seaman, to **AWARD THE CONTRACT FOR THE 2015 CONCRETE FLATWORK PROGRAM TO FRAZIER CONCRETE OF TINLEY PARK, IL.** Frazier concrete was awarded the concrete flatwork contract for Fiscal Year 2014 as the result of a competitive bidding processing. Per the terms of the contract, the Village has the right to extend the contract for two (2) additional years. Fiscal Year 2015 would be the first extension to the agreement signed in Fiscal Year 2014. Work for this project includes concrete work (curb, sidewalk and driveways) as well as asphalt driveway work at locations to be determined by the Village. This work will be performed at the same unit price awarded in the first year of the contract

and under the same standards as outlined in the plans and specifications. President Zabrocki noted that this item was in its final adoption stage and asked if anyone cared to address the Board. No one came forward. Vote on roll call: Ayes: Seaman, Hannon, Maher, Leoni, Grady. Nays: None. Absent: Staunton, Jr. President Zabrocki declared the motion carried.

Motion was made by Trustee Leoni, seconded by Trustee Maher, to **SET JULY 8, 2014, AT 2:00 P.M. TO RECEIVE BIDS FOR THE BOILER SYSTEM REPLACEMENT AT THE VILLAGE HALL.** The Village of Tinley Park is seeking a qualified contractor to replace the boiler system at the Village Hall. The project encompasses boiler system replacement including; new boiler(s), piping pumps and all related appurtenances. President Zabrocki asked if anyone cared to address the Board. No one came forward. Vote by voice call: President Zabrocki declared the motion carried.

Motion was made by Trustee Leoni, seconded by Trustee Hannon, to adopt and place on file **RESOLUTION NUMBER 2014-R-026 AUTHORIZING THE LEASE AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND NEW CINGULAR WIRELESS.** Since 1999, the Village of Tinley Park has leased ground space at the Village's pump station located off of 183rd Street. The leased ground space has been utilized by the cell tower owner to host the communication equipment associated with the cell tower. Under the proposed lease, the Village would lease an additional 150 square feet of Village property, adjacent to the existing site location, for the purposes of adding additional communication equipment. Highlights of the agreement include, but are not limited to:

- 1) **Rent** – The initial annual rent to the Village is \$500 a month. The rent will increase by 3% each year;
- 2) **Insurance** – The tenant will be required to maintain liability insurance consistent with Village standards. The tenant will also indemnify the Village from claims associated with the lease agreement;
- 3) **Term** - The initial term of the agreement is for ten (10) years with an optional ten (10) year extension; and
- 4) **Landscape Enhancements** - The tenant will be required to make upgrades to the existing fencing and landscape around the leased ground space area.

This item was discussed at the Budget, Audit & Administration Committee meeting held on May 27, 2014, and recommended for approval. President Zabrocki noted that this item was in its final adoption stage and asked if anyone cared to address the Board. No one came forward. Vote on roll call: Ayes: Seaman, Hannon, Maher, Leoni, Grady. Nays: None. Absent: Staunton, Jr. President Zabrocki declared the motion carried.

Motion was made by Trustee Seaman, seconded by Trustee Grady, to adopt and place on file **ORDINANCE NUMBER 2014-O-017 AMENDING SECTIONS 112.20 AND 112.22 OF CHAPTER 112 OF TITLE XI OF THE TINLEY PARK MUNICIPAL CODE – ALCOHOLIC BEVERAGES.** This Ordinance amends the Village's liquor code, which adds a new classification for craft beers and removes the time limitations for Class E licenses. The new classification for craft beer would allow on premises consumption of craft beer only, and also the retail sale for off premises consumption for craft beer as well as regular beer and wine. This item was discussed at the Public Safety Committee meeting on May 6, 2014, and recommended for approval. Patrick Bisch of Open Bottle Craft Beer was present at the Board meeting. President Zabrocki noted that this item was in its final adoption stage and asked if anyone cared to address the Board. No one came forward. Vote on roll call: Ayes: Seaman, Hannon, Maher, Leoni,

Grady. Nays: None. Absent: Staunton, Jr. President Zabrocki declared the motion carried.

At this time, President Zabrocki asked if anyone from the Board or staff would care to address the Board.

No one came forward.

At this time, President Zabrocki asked if anyone from the Public would care to address the Board.

No one came forward.

Motion was made by Trustee Seaman, seconded by Trustee Hannon, to adjourn to Executive Session to **THE PURCHASE OR LEASE OF REAL PROPERTY FOR THE USE OF THE PUBLIC BODY, INCLUDING MEETINGS HELD FOR THE PURPOSE OF DISCUSSING WHETHER A PARTICULAR PARCEL SHOULD BE ACQUIRED** at 8:55 p.m. Vote on roll call: Ayes: Seaman, Hannon, Maher, Leoni, Grady. Nays: None. Absent: Staunton, Jr. President Zabrocki declared the motion carried.

Motion was made by Trustee Hannon, seconded by Trustee Maher, to reconvene the regular Board meeting. Vote on roll call: Ayes: Seaman, Hannon, Maher, Leoni, Grady. Nays: None. Absent: Staunton, Jr. President Zabrocki declared the motion carried and reconvened the regular Board meeting at 9:42 p.m.

Motion was made by Trustee Hannon, seconded by Trustee Grady, to adjourn the regular Board meeting. Vote by voice call. President Zabrocki declared the motion carried and adjourned the regular Board meeting at 9:43 p.m.

"PLEASE NOTE: Where there is no summary of discussion on any items in the minutes, this reflects that no discussion occurred other than the introduction of the item."

APPROVED:

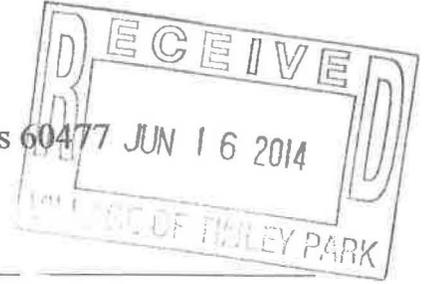
Edward J. Zabrocki
Village President

ATTEST:

Patrick E. Rea
Village Clerk

BLOCK PARTY APPLICATION

Village of Tinley Park
16250 South Oak Park Avenue, Tinley Park, Illinois 60477
Phone: 444-5000



Representative: Danny Cialdella
Address: _____ Phone: _____
Organization: Park Place Villas Townhouse Association
Specific Location of Party: 161 Lake Villa Ave
Request Date: 07/12/14 Alternate Date: _____
Time: 1:00 a.m. / (p.m.) To: 7:00 a.m. / (p.m.)
Purpose: Neighborhood Block Party
Person or Persons In Charge:
Name: Bill VanderVeen Phone: _____
Name: Danny Cialdella Phone: _____
Name: _____ Phone: _____
Number of Barricades Needed: 4 DO NOT USE VEHICLES AS BARRICADES.

PLEASE NOTE

The applicants have the responsibility of ascertaining that the street is not blocked in such a manner as to cause delay in the performance of emergency duties by the police department, fire department, ambulance or public works department. It is recommended that there be no parking on the hydrant side of the street. (moveable road block, refreshments served from curb, no large vehicles parked on street, no entertainment, music boxes or band blocking street).

A person or persons shall be responsible for the removal of any road block in the event of an emergency.

The applicants are responsible for any injury, damage to property or illegal actions during the block party.

The applicants are responsible for maintaining order and obedience to the village, county, and state laws.

In the event that there should be directive, written or oral, from the police department to discontinue the party for proper reasons, then the applicants must comply.

Signed: Danny Cialdella Rec'd

VILLAGE USE ONLY

Fire Chief: Approved Not Approved
Police Chief: Approved Not Approved
Village Clerk: Approved Not Approved

Permits & Licenses Committee: _____



BLOCK PARTY APPLICATION

Village of Tinley Park

South Oak Park Avenue, Tinley Park, Illinois 60477

Phone: 444-5000

Representative: Mary Pribble

Address: 167th Block Phone: _____

Organization: Block party

Specific Location of Party: Oconto Ave 167th Block

Request Date: August 9, 2014 Alternate Date: August 2, 2014

Time: 3:00 a.m./(p.m.) To: 11:00 a.m./(p.m.)

Purpose: Block party

Person or Persons In Charge:

Name: Mary Pribble Phone: _____

Name: Jason Pribble Phone: _____

Name: _____ Phone: _____

Number of Barricades Needed: 4 DO NOT USE VEHICLES AS BARRICADES.

PLEASE NOTE

The applicants have the responsibility of ascertaining that the street is not blocked in such a manner as to cause delay in the performance of emergency duties by the police department, fire department, ambulance or public works department. It is recommended that there be no parking on the hydrant side of the street. (moveable road block, refreshments served from curb, no large vehicles parked on street, no entertainment, music boxes or band blocking street).

A person or persons shall be responsible for the removal of any road block in the event of an emergency.

The applicants are responsible for any injury, damage to property or illegal actions during the block party.

The applicants are responsible for maintaining order and obedience to the village, county, and state laws.

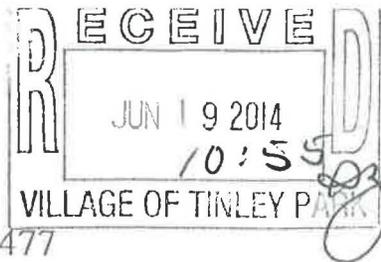
In the event that there should be directive, written or oral, from the police department to discontinue the party for proper reasons, then the applicants must comply.

Signed: Mary Pribble

VILLAGE USE ONLY

- Fire Chief: Approved Not Approved
- Police Chief: Approved Not Approved
- Village Clerk: Approved Not Approved

Permits & Licenses Committee: _____



BLOCK PARTY APPLICATION

Village of Tinley Park
16250 South Oak Park Avenue, Tinley Park, Illinois 60477
Phone: 444-5000

Representative: Katie Ossowski
 Address: 71VE Phone: 708-211-0510
 Organization: ---
 Specific Location of Party: Castle Drive - Tinley Park 17400 BLK
 Request Date: August 2nd Alternate Date: _____
 Time: 3:00 a.m./p.m. To: 11:00 a.m./p.m.
 Purpose: Block Party
 Person or Persons In Charge:
 Name: Katie Ossowski Phone: 708-211-0510
 Name: _____ Phone: _____
 Name: _____ Phone: _____
 Number of Barricades Needed: 0 DO NOT USE VEHICLES AS BARRICADES.

PLEASE NOTE

The applicants have the responsibility of ascertaining that the street is not blocked in such a manner as to cause delay in the performance of emergency duties by the police department, fire department, ambulance or public works department. It is recommended that there be no parking on the hydrant side of the street. (moveable road block, refreshments served from curb, no large vehicles parked on street, no entertainment, music boxes or band blocking street).

A person or persons shall be responsible for the removal of any road block in the event of an emergency.

The applicants are responsible for any injury, damage to property or illegal actions during the block party.

The applicants are responsible for maintaining order and obedience to the village, county, and state laws.

In the event that there should be directive, written or oral, from the police department to discontinue the party for proper reasons, then the applicants must comply.

Signed: K Ossowski

VILLAGE USE ONLY

- Fire Chief: Approved Not Approved
- Police Chief: Approved Not Approved
- Village Clerk: Approved Not Approved

Permits & Licenses Committee: _____



PROCLAMATION

NATIONAL NIGHT OUT 2014

WHEREAS, the National Association of Town Watch (NATW) and TARGET, NEXTDOOR.COM and ASSOCIA are sponsoring a unique, nationwide crime, drug and violence prevention program on August 5, 2014, entitled "National Night Out"; and

WHEREAS, the "31st Annual National Night Out" provides a unique opportunity for the Village of Tinley Park to join forces with thousands of other communities across the country in promoting cooperative, police-community crime prevention efforts; and

WHEREAS, the Village of Tinley Park plays a vital role in assisting the Tinley Park Police Department through joint crime, drug and violence prevention efforts in the Village of Tinley Park and is supporting "National Night Out 2014" locally; and

WHEREAS, it is essential that all citizens of the Village of Tinley Park be aware of the importance of crime prevention programs and impact that their participation can have on reducing crime, drugs and violence in the Village of Tinley Park; and

WHEREAS, police-community partnerships, neighborhood safety, awareness and cooperation are important themes of the "National Night Out" program.

NOW, THEREFORE, I, Edward J. Zabrocki, President of the Village of Tinley Park, Cook and Will Counties, Illinois, do hereby call upon all citizens of the Village of Tinley Park to join the National Association of Town Watch and Target in supporting "31st Annual National Night Out" on August 5, 2014.

BE IT FURTHER RESOLVED that I, Edward J. Zabrocki, President of the Village of Tinley Park, Cook and Will Counties, Illinois, do hereby proclaim Tuesday, August 5, 2014, as

NATIONAL NIGHT OUT IN THE VILLAGE OF TINLEY PARK

APPROVED this 1st day of July, 2014.

Edward J. Zabrocki
Village President

ATTEST:

Patrick E. Rea
Village Clerk

TINLEY PARK



PROCLAMATION

Whereas, exemplary public service employment is of vital importance in assuring provision of services directed toward the health, welfare and safety of the citizens of any community; and

Whereas, the Village of Tinley Park's Administration Department has upon its roster an individual who should be commended for assisting the department in faithfully serving the citizens of this community; and

Whereas, length of service, coupled with continued training and positive attitude toward assigned job tasks make a profile of this dedicated employee; and

Whereas, the Village of Tinley Park on behalf of its citizens desires to acknowledge its indebtedness and gratitude for thirty-three (33) years of dedication and proficiency in the Administration Department.

BE IT THEREFORE RESOLVED, THAT I, Edward J. Zabrocki, on behalf of the Village Board and over 58,000 citizens herein represented, hereby proclaim June 30, 2014, as

“JEANNE CONDON DAY”

in the Village of Tinley Park and urge all employees and citizens of the Village to join us in expressing gratitude and appreciation to this employee who has provided outstanding service.

In witness whereof, I have hereunto set my hand and affixed the great seal of the Village of Tinley Park at my office on this 1ST day of July, in the year 2014.

Edward J. Zabrocki, Village President

ATTEST:

Patrick E. Rea, Village Clerk

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153554	6/13/2014	003229 CED/EFENGEE	5025-481426.		DISCOUNT TAKEN TWICE/ LAMP 01-24-000-73570	7.00
					Total :	7.00
153555	6/13/2014	012395 MICROSYSTEMS, INC.	I000070568-A		ADDT'L RECORD CENTER WORKO 01-19-000-72345	85.05
					Total :	85.05
153556	6/20/2014	012240 ABSOLUTELY CLEAN, INC.	061314		CLEANING/FABRIC OFFICE PANELS 01-25-000-72790	475.00
					Total :	475.00
153557	6/20/2014	002517 ALLIED ELECTRONICS INC.	9003184143	VTP-012252	FOR POST 2 CHLORINE GAS MONI 60-00-000-72528 60-00-000-72528	413.66 14.41
					Total :	428.07
153558	6/20/2014	010953 BATTERIES PLUS - 277	277-347196 277-347613		BATTERIES 14-00-000-74150 BATTERIES 14-00-000-74150	140.00 140.00
					Total :	280.00
153559	6/20/2014	016577 BELLINGER PACE, JANET	061814		REFUND/OVERPAYMENT VEHICLE 06-00-000-79005	23.50
					Total :	23.50
153560	6/20/2014	015406 BRODA, BRUCE	061314		REIM. EXP. CLOTHING & WORK BC 60-00-000-73610	250.95
					Total :	250.95
153561	6/20/2014	008438 BRUNING, RONALD R.	061614		REIM.EXP.MILEAGE 114@.56 PARK 01-31-000-72130	63.84
					Total :	63.84
153562	6/20/2014	014148 CALL ONE	1010-7655-0000		CALL ONE CIRCUITS AND PHONE L 01-19-000-72120	669.47

vchlist
06/27/2014 10:14:15AM

Voucher List
Village of Tinley Park

Page: 1

Bank code : ap_py

<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
126019	6/27/2014	004640 HEALTHCARE SERVICE CORPORATION	PR063014		HEALTH INS-JUNE PMT/JULY COVE 86-00-000-20430	12,716.91
					Total :	12,716.91
1 Vouchers for bank code : ap_py						Bank total : 12,716.91

Page: 1

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153666	6/27/2014	015182 A T & T	708239310206		ACCT#70823931021837 ETSB 16250	
					11-00-000-72790	485.28
			708239758006		ACCT#70823975805764 ETSB 16250	
					11-00-000-72790	4,083.04
					Total :	4,568.32
153667	6/27/2014	002734 AIR ONE EQUIPMENT, INC	95824		VMC REPAIR TIC CHARGER REPAIR	
					01-19-000-72552	220.00
					Total :	220.00
153668	6/27/2014	002856 AIRY'S, INC	19876		VILLAGE HALL STORM DRAIN RES	
					01-25-000-72520	4,320.00
					Total :	4,320.00
153669	6/27/2014	002639 AMERICAN MARKETING ASSOCIATION	02175363		MEMBER ID#02175363 DONNA FRA	
					01-35-000-72720	290.00
					Total :	290.00
153670	6/27/2014	002570 AMERICAN SALES	197490		150LHD CL/GRN WIRE LIGHTS	
					01-25-000-73112	466.92
					Total :	466.92
153671	6/27/2014	016587 ARIEL'S BAR & RESTAURANT	062414		JEANNE CONDON RETIREMENT EM	
					01-12-000-72220	1,000.00
					Total :	1,000.00
153672	6/27/2014	002923 BLACK DIRT INC.	17024		4-WHEELER PULVERIZED	
					60-00-000-73680	172.50
					01-23-000-73680	172.50
					Total :	345.00
153673	6/27/2014	003735 CAREFREE LAWN SPRINKLERS, INC	215756	VTP-012043	VILLAGE LAWN SPRINKLERS	
					01-23-000-72790	1,632.75
					Total :	1,632.75
153674	6/27/2014	003396 CASE LOTS INC.	056897		CAN LINERS	
					01-25-000-73580	377.21

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153674	6/27/2014	003396	003396 CASE LOTS INC.		(Continued)	Total : 377.21
153675	6/27/2014	003334	CCP INDUSTRIES, INC	IN01295586	WIPES 60-00-000-72710 01-24-000-72710 01-23-000-72710 01-19-000-72540 01-17-205-72710 01-30-000-72540 01-21-000-72540 01-14-000-72540	68.29 68.29 68.29 68.29 91.10 45.61 22.80 22.81 Total : 455.48
153676	6/27/2014	003243	CDW GOVERNMENT INC.	MN46855	VTP-012193 <PD> - DESKTOP DOCKING STATIC 09-00-000-74128 09-00-000-74128	280.00 3.92 Total : 283.92
153677	6/27/2014	003229	CED/EFENGEE	5025-481577 5025-481716	BALLAST 01-25-000-73570 LAMP 01-25-000-73570	64.27 56.45 Total : 120.72
153678	6/27/2014	015199	CHICAGO PARTS & SOUNDS LTD	10186	LED/*12B 01-17-205-72540	225.00 Total : 225.00
153679	6/27/2014	003483	CHI-TOWN HARLEY-DAVIDSON	2704010	DOT HELMET 01-17-205-73600	53.99 Total : 53.99
153680	6/27/2014	013171	COMCAST CABLE	8771401810265348 8771401810316240	ACCT#8771401810265348 FIRE ST# 01-19-000-73870 ACCT#8771401810316240/PD 7850 01-17-205-72720	8.42 10.53 Total : 18.95

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153681	6/27/2014	013878	COMED - COMMONWEALTH EDISON			
			0385181000		ACCT#0385181000 80TH TRAIN ST 73-80-000-72510	2,500.33
			0385440022		ACCT#0385440022 SS BROOKSIDE 60-00-000-72510	294.89
			1856071014		ACCT#1856071014 8300 W 183RD S 01-24-000-72510	43.97
			2335053008		ACCT#2335053008 LITE RT/25 1790 70-00-000-72510	212.88
			2863040039		ACCT#2863040039 LITE RT/25 MET 01-24-000-72510	218.57
			4803158058		ACCT#4803158058 0 RIDGEFIELD L 60-00-000-72510	119.76
			4943163008		ACCT#4943163008 METRA INFO SIK 70-00-000-72510	19.44
			5437131000		ACCT#5437131000 7980 W 183RD S 01-25-000-72510	152.88
					Total :	3,562.72
153682	6/27/2014	003361	CRANA HOMES, INC.			
			062414		REFUND GRADING/19821 MULROY 84-00-000-20552	500.00
			062414.		REFUND GRADING/19823 MULROY 84-00-000-20552	500.00
			062414..		REFUND GRADING/19819 MULROY 84-00-000-20552	500.00
					Total :	1,500.00
153683	6/27/2014	003632	CRISIS CENTER SOUTH SUBURBIA			
			062414		AD-8/12/14 OUTING 01-14-000-72330	200.00
					Total :	200.00
153684	6/27/2014	003635	CROSSMARK PRINTING, INC			
			25079		FD TRUCK 201 POSTCARD PULL TC 01-20-000-72310	374.59
			25097		ORDINANCE/HIGH GRASS/WEEDS 01-30-000-72310	121.70
					Total :	496.29
153685	6/27/2014	012705	CULBERTSON, ADAM			
			061614		REIM. EXP. FIRE COLLEGE IFSI/ME	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153685	6/27/2014	012705 CULBERTSON, ADAM	(Continued)		01-19-000-72170	511.65
					Total :	511.65
153686	6/27/2014	012558 D & M ARCHITECTURAL METALS,INC	10085		FURNISH LCN DOOR CLOSER 01-25-000-72520	345.00
					Total :	345.00
153687	6/27/2014	016496 DACAV INDUSTRIES INC.	1477		GRAPHICS 01-19-000-72540	160.00
					Total :	160.00
153688	6/27/2014	016524 DEFIB SOLUTIONS INC	14084	VTP-012184	KALSEN CENTER DEFIBRILLATOR 01-25-000-72530 01-25-000-72530	1,295.00 14.92
					Total :	1,309.92
153689	6/27/2014	010591 DIORIO, BOB	062614		PER DIEM: MEALS SUPERVISION C 01-17-205-72140	150.00
					Total :	150.00
153690	6/27/2014	012519 DUNKIN DONUTS/BASKIN-ROBBINS	062614		BOX OF JOE,DONUTS - CASE #14-C 01-17-225-73600	19.18
					Total :	19.18
153691	6/27/2014	003770 DUSTCATCHERS INC	83274 83275		MATS/PD 01-25-000-72790 MATS/PW GARAGE 01-25-000-72790	63.57 95.05
					Total :	158.62
153692	6/27/2014	004094 E J EQUIPMENT INC.	0062877	VTP-012224	REPLACEMENT RODDER HOSE ON 60-00-000-72530	1,775.00
					Total :	1,775.00
153693	6/27/2014	004009 EAGLE UNIFORM CO INC	231642 231723	VTP-012246	(MESSINA) DUTY BOOTS 01-19-000-73610 (MOLLER) DUTY SHOES	102.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153693	6/27/2014	004009 EAGLE UNIFORM CO INC	(Continued)	VTP-012245	01-19-000-73610	132.00
Total :						234.00
153694	6/27/2014	004019 EVON'S TROPHIES & AWARDS	051314.		ORANGE T-SHIRT/DOWNTOWN TIN 83-00-000-72923	2,299.00
Total :						2,299.00
153695	6/27/2014	015059 FINDZALL COMMUNITY MARKETING	52014		DOWNTOWN TINLEY COMM MARKI 83-00-000-72987	3,060.00
Total :						3,060.00
153696	6/27/2014	004756 FIRST MIDWEST BANK 312	312-2031		BOX #312-2031 SAFE DEPOSIT RE 01-17-205-73600	137.00
Total :						137.00
153697	6/27/2014	015058 FLEETPRIDE	61750590		FUEL FILTER Command Vehicle 01-21-000-72540	58.48
			61943418		FILTER,SPIN ON 60-00-000-72540	9.02
					01-23-000-72540	9.02
					01-21-000-72540	5.52
					01-17-205-72540	5.52
			61988008		FILTERS 60-00-000-72540	31.47
			62030718		AIR ELEMENT FILTER Unit 87 60-00-000-72540	11.49
Total :						130.52
153698	6/27/2014	012941 FMP	52-249789		FILTER 01-19-000-72540	32.11
			52-249895		WHEEL SEAL 20B PD 01-17-205-72540	11.28
			52-250385		MOTOR AND FAN ASY,FAN CONTR 01-17-205-72540	352.88
Total :						396.27

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153699	6/27/2014	015213 FRIENDS OF ANDREW BASEBALL,INC	062614		AD/GOLF OUTING 01-14-000-72330	100.00
Total :						100.00
153700	6/27/2014	012942 GODETTE, LAURA	062014		REIM.EXP.DECOR,PLATES,CANDY 01-14-000-73115	65.92
Total :						65.92
153701	6/27/2014	008043 HD SUPPLY WATERWORKS, LTD.	C549952		METER CONNECTION 60-00-000-73631	180.00
			C556930	VTP-012263	PARTS OPA VALVE REPAIR 60-00-000-73630	622.00
				VTP-012263	60-00-000-73630	91.20
			C556943	VTP-012263	60-00-000-73630	622.00
			C556943		WASHER 60-00-000-73631	85.00
			C563624	VTP-012274	REPAIRS 177TH & OAK PARK 60-00-000-73630	764.00
Total :						2,364.20
153702	6/27/2014	004640 HEALTHCARE SERVICE CORPORATION	AP063014		HEALTH INS EXPENSE-JUNE WH/JI 01-30-000-72435	659.56
					60-00-000-72435	1,395.82
					01-17-205-72435	822.07
					01-24-000-72435	400.50
					01-25-000-72435	411.05
					60-00-000-72435	411.02
					01-23-000-72435	727.91
					60-00-000-72435	400.50
					01-23-000-72435	600.75
					60-00-000-72435	200.25
					01-24-000-72435	727.91
					60-00-000-72435	780.61
					01-17-205-72435	-0.30
					01-17-205-72430	-1.10
Total :						7,536.55

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153703	6/27/2014	014310 IAFC MEMBERSHIP	0029348		MEMBERSHIP/KENNETH C. DUNN 01-19-000-72720	234.00
					Total :	234.00
153704	6/27/2014	004973 IIMC	22895		MEMBERSHIP/LAURA GODETTE 01-13-000-72720	85.00
					Total :	85.00
153705	6/27/2014	005250 J & L METAL DOORS, INC.	706109		ELECTRIC STRIKE 01-25-000-72520	300.00
					Total :	300.00
153706	6/27/2014	015410 J.P. COOKE CO.	292309		XSTAMPER 01-13-000-73110	118.94
					Total :	118.94
153707	6/27/2014	014927 JAVASMART USA LLC	15369994		2 BREWER RENTAL MAY'14 01-19-000-73870	70.00
					Total :	70.00
153708	6/27/2014	016596 KALRA, DINESH	Ref001304961		UB Refund Cst #00487597 60-00-000-20599	56.30
					Total :	56.30
153709	6/27/2014	016595 KELLY, AMALACHI	Ref001304960		UB Refund Cst #00487147 60-00-000-20599	30.19
					Total :	30.19
153710	6/27/2014	015660 KOPANSKI, THOMAS	062614		REIM.EXP. WORK CLOTHES 60-00-000-73610	323.96
					Total :	323.96
153711	6/27/2014	015971 KOROSA, EDDIE	8383		ENTERTAINER JULY'14 LUNCHEON 01-56-000-72937	250.00
					Total :	250.00
153712	6/27/2014	005507 LEGAT ARCHITECTS INC.	43780	VTP-011986	LIGHTING REPLACEMENT 30-00-000-73570	1,600.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153712	6/27/2014	005507 LEGAT ARCHITECTS INC.	(Continued) 43794	VTP-012150	ASSISTANCE WITH BOILER REPLA 30-00-000-75008	3,500.00
Total :						5,100.00
153713	6/27/2014	005546 LODE, GENE	061014		REIM.EXP.FUEL/WASHINGTON ILL. 01-30-000-73530	43.25
Total :						43.25
153714	6/27/2014	016589 LOVINGFOSS, FRED	062514		REFUND VEHICLE STICKER SENIO 06-00-000-79005	47.00
Total :						47.00
153715	6/27/2014	016594 MARTELLO, R	Ref001304959		UB Refund Cst #00453983 60-00-000-20599	66.52
Total :						66.52
153716	6/27/2014	005765 MARTIN WHALEN O.S. INC.	477448		PD COPIER CONTRACT \$1037.15 A 01-17-205-72750	950.88
Total :						950.88
153717	6/27/2014	012631 MASTER AUTO SUPPLY, LTD.	0		WIX FILTER 60-00-000-72540	10.55
			1814		WIX FILTER 01-19-000-72540	11.08
			2008		WIX FILTER #87 60-00-000-72540	10.55
			2123		AIR 60-00-000-72540	6.72
Total :						38.90
153718	6/27/2014	006074 MENARDS	46005		ADAPTER,BRASS,WASHER,RPR 01-25-000-72520	12.64
			46283		10 GALLON TOTES W/ LID 01-23-000-73870	9.54
			46391		POWER GRAB,SCREWS 01-25-000-73840	6.32

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153718	6/27/2014	006074 MENARDS	(Continued) 46398		CLOROX,MOP 60-00-000-73550	21.95
			46452		KEY,BRUSH 60-00-000-73410	16.70
			46453		CREDIT / KEY 60-00-000-73840	-2.96
			46454		CHUCK KEY 60-00-000-73840	2.89
			46474		9FT LED ROPE,PUTTY KNIFE 83-00-000-72923	16.00
			46919		01-25-000-73410 CHALK,CHAIRS/KID ZONE SUPPLIE 83-00-000-72923	3.42 78.78
Total :						165.28
153719	6/27/2014	005299 MSC INDUSTRIAL SUPPLY CO	6643945001		TUBING,DRILL BITS,RETAINING RIM 60-00-000-72540	49.48
					01-24-000-72540	49.48
					01-23-000-72540	49.49
					01-17-205-72540	74.19
					01-30-000-72540	24.73
Total :						247.37
153720	6/27/2014	016541 MULCH MASTERS	m412		NATURAL BLEND MULCH 01-23-000-73680	1,158.00
Total :						1,158.00
153721	6/27/2014	015798 MVP FIRE SYSTEMS, INC.	7200		80TH AVE TRAIN STATION/FIRE SPF 01-25-000-72520	600.00
Total :						600.00
153722	6/27/2014	015723 NICOR	90223493009		ACCT#90-22-34-9300 9 6700 SOUTH 73-67-000-72511	30.87
Total :						30.87
153723	6/27/2014	006216 NORTH EAST MULTI-REG TRAINING	183901		SCOTT RAINS CLASS CANCELLATI	

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153723	6/27/2014	006216 NORTH EAST MULTI-REG TRAINING	(Continued)		01-17-220-72140	150.00
					Total :	150.00
153724	6/27/2014	010702 O'MALLEY, JOHN D.	062314		BACKGRD INVEST/WILLIAM D. DRE 01-32-000-72446	125.00
					Total :	125.00
153725	6/27/2014	012406 PALL, SUSAN	664330934		REIM.EXP.CRAFTS FOR BLOCK PA 83-00-000-72923	454.35
					Total :	454.35
153726	6/27/2014	006475 PARK ACE HARDWARE	044599/1		ROPE,SNAP QUICK RND 01-19-000-72524	26.95
			044607/1		TRIMLINE MAILBOX STD SPRUCE 01-23-000-73840	39.99
			044608/1		CEDAR MAILINGBOX SIDING/SHIN 01-23-000-73840	127.98
			044639/1		HAND WEEDER 01-23-000-73410	14.37
			044650/1		LONG HANDLE WEEDER 01-23-000-73410	22.39
					Total :	231.68
153727	6/27/2014	015685 PATHFINDER VUE-FILE SYSTEMS	3751	VTP-012212 VTP-012212	BLUEPRINT HANGERS FOR MAP R 01-23-000-73110 60-00-000-73110 01-23-000-73110 60-00-000-73110	997.50 997.50 55.38 55.37
					Total :	2,105.75
153728	6/27/2014	001654 PCS INDUSTRIES	166133		CLEANING SUPPLIES & TOWELS 01-19-000-73580	642.18
					Total :	642.18
153729	6/27/2014	015491 PIZZO & ASSOCIATES, LTD.	13524		POND G DETENTION BASIN RESTC 65-00-000-72591	2,019.33

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153729	6/27/2014	015491 015491 PIZZO & ASSOCIATES, LTD.	(Continued)			Total : 2,019.33
153730	6/27/2014	006507 POSTMASTER, U. S. POST OFFICE	063014		PERMIT#6 JULY'14 WATER BILLS 60-00-000-72110	2,840.17 Total : 2,840.17
153731	6/27/2014	006850 QUILL CORPORATION	3732297 3802374		LABELS 01-30-000-73110 BINDER 01-31-000-73110	16.99 72.20 Total : 89.19
153732	6/27/2014	006361 RAY O'HERRON CO. INC	1434919-IN		BIG EASY GLO W/EASY WEDGE KI 01-17-220-73600	390.00 Total : 390.00
153733	6/27/2014	012268 REGIONAL TRUCK EQUIPMENT CO	28234	VTP-012200	BODY/ INTERIOR AND FRAME REP/ 01-23-000-72540	2,681.00 Total : 2,681.00
153734	6/27/2014	006874 ROBINSON ENGINEERING CO. LTD.	14060190		PARKING LOT/ALLEYIMPROVEMEN 65-00-000-73510	1,506.00 Total : 1,506.00
153735	6/27/2014	013234 ROMEOVILLE FIRE ACADEMY	2014-228	VTP-012026	HAZMAT OPS CLASS 01-19-000-72145	430.00 Total : 430.00
153736	6/27/2014	016597 SAFEGUARD PROPERTIES	Ref001304962		UB Refund Cst #00492775 60-00-000-20599	12.92 Total : 12.92
153737	6/27/2014	016584 SAKIEWICZ, JEANETTE	062114		REFUND VEHICLE STICKER/SENIOR 06-00-000-79005	23.50 Total : 23.50
153738	6/27/2014	007629 SAM'S CLUB DIRECT	7016		CONF & OFFICE SUPPLIES 01-17-220-73600	42.58

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153738	6/27/2014	007629 SAM'S CLUB DIRECT	(Continued)			
					01-17-235-73110	23.34
					01-17-205-73315	126.14
					01-17-205-73110	181.67
					01-17-205-73570	39.94
			7406		COPY PAPER	
					01-17-205-73110	278.80
			7756		SODA,CLOROX WIPES,COPY PAPE	
					01-14-000-73110	13.48
					01-14-000-73115	19.96
					60-00-000-72635	11.15
					60-00-000-73115	3.19
					60-00-000-73110	3.96
					01-24-000-72635	5.58
					01-24-000-73115	1.58
					01-24-000-73110	1.96
					01-23-000-72635	11.15
					01-23-000-73115	3.19
					01-23-000-73110	3.96
			8425		WATER,SODA,SNACKS,COPY PAPE	
					01-23-000-72635	27.88
					01-30-000-73110	27.88
					01-31-000-73110	27.88
					01-14-000-73115	42.08
					60-00-000-73115	6.37
					01-24-000-73115	3.18
					01-23-000-73115	6.37
					01-14-000-73110	27.88
					Total :	941.15
153739	6/27/2014	007092 SAUNORIS	437180		SOD	
					01-23-000-73680	799.00
			437224		SOD	
					01-23-000-73680	576.00
					Total :	1,375.00
153740	6/27/2014	007572 SCHAAF EQUIPMENT CO. INC.	1000038569		CLUTCH COMPLETE	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153740	6/27/2014	007572 SCHAAF EQUIPMENT CO. INC.	(Continued)		60-00-000-72530	67.39
					Total :	67.39
153741	6/27/2014	007453 SERVICE SANITATION, INC.	052814	VTP-012272	DELUXE, EXTRA-LARGE RESTROO	149.00
			6861051		01-17-215-73600	
					6/14/14 PORTABLE RESTROOM/MU	
					83-00-000-72923	543.00
					Total :	692.00
153742	6/27/2014	016586 SID KAMP INC.	28787		STONES/CARTAGE	
					60-00-000-73860	1,430.59
					01-23-000-73860	715.29
					70-00-000-73860	238.44
					Total :	2,384.32
153743	6/27/2014	011842 SOUTHWEST COMMUNITY SERV,INC.	062414		AD/GOLF OUTING	
					01-14-000-72330	250.00
					Total :	250.00
153744	6/27/2014	012238 STAPLES BUSINESS ADVANTAGE	3234597489		INK	
			3234597490		01-17-205-73110	125.98
					LSR LBL,INK,TAPE,CORRECTION R	
					01-14-000-73110	248.34
					Total :	374.32
153745	6/27/2014	011189 STAPLES CREDIT PLAN	10462		10PK ECONO/BANKERS BOXES	
			10690		01-17-205-73110	45.00
			1084161561		NAME BADGES	
					01-13-000-73110	2.48
			1085026611		PLANTRONICS H81 TRISTAR	
					01-21-210-73110	229.98
			1085026751		FILE JACKET,MAGNETIC SINGLE,P	
					01-21-210-73110	186.93
			1086305931		PAPER CLIPS,BROWN KRA,SUPRA	
					01-21-210-73110	460.42
					CREDIT / MAGNETIC SINGLE	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153745	6/27/2014	011189 STAPLES CREDIT PLAN	(Continued)		01-21-210-73110	-14.79
			1086590581		ENV,HIGHLIGHT,RUBBER,MAGNET	
			1092466581		01-21-210-73110	53.04
			14599		METAL OPEN ROT	
					01-25-000-73110	22.49
					INK	
					01-46-000-72310	106.98
					Total :	1,092.53
153746	6/27/2014	015452 STEINER ELECTRIC COMPANY	S004720303.001		ROTARY HAMMER,TAPCON,BITS	
			S004724594.001		01-24-000-73410	408.50
					SCREWDRIVER	
					01-25-000-73410	11.82
					Total :	420.32
153747	6/27/2014	007297 SUTTON FORD INC./FLEET SALES	401666		HANDLE,SWITCH,SHIELD ASY	
					01-23-000-72540	143.11
					Total :	143.11
153748	6/27/2014	007777 THOMPSON ELEVATOR INSPECTION	14-2176		19 SEMI ANNUAL ELEVATOR INSPE	
					01-30-000-72853	950.00
					Total :	950.00
153749	6/27/2014	014854 THOMSON REUTERS-WEST PYMNT CTF	829755118		CRIMINAL & MOTOR VEHICLE LAW	
					01-17-205-73590	530.00
					Total :	530.00
153750	6/27/2014	012480 TOTAL ADMINISTRATIVE SERV.CORP	IN324048		ADMIN FEES,CARD OPT OUT FEE	
					01-14-000-72449	209.00
					Total :	209.00
153751	6/27/2014	011003 TRANE	9410113R1		BELTS,FILTERS	
			9410113R2		73-80-000-72530	147.64
			9410185R1		FILTER	
					01-25-000-72530	-40.50
					FILTER	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153751	6/27/2014	011003 TRANE	(Continued)		73-80-000-72530	46.44
					Total :	153.58
153752	6/27/2014	014510 TRUGREEN PROCESSING CENTER	20127981		TREE & SHRUB 16250 OAK PARK A'	
			20299638		01-25-000-72881	89.00
			20310137		LAWN SERVICE 1 GAYNELLE BRID	45.00
					LAWN SERVICE 6640 167TH ST	
					60-00-000-72881	90.00
					Total :	224.00
153753	6/27/2014	008057 USA BLUE BOOK	373409		GLOVES	
					60-00-000-73845	79.68
					01-23-000-73845	79.68
					60-00-000-73845	3.34
					01-23-000-73845	3.34
			374666		PAINT	
					60-00-000-72513	100.00
					01-23-000-73620	42.85
					60-00-000-72513	26.38
					01-23-000-73620	11.30
					Total :	346.57
153754	6/27/2014	016593 USS O'KANE FRG	061814		DONATION MEN & WOMAN STATIO	
					01-50-000-72922	50.00
					Total :	50.00
153755	6/27/2014	008082 V F W POST 2791	061414		MUSIC PLAZA BENCH ARTISTS/ME	
					83-00-000-72923	97.50
					Total :	97.50
153756	6/27/2014	016590 W.L. CONSTRUCTION SUPPLY LLC	2364		BLADE	
					01-19-000-73870	409.99
					Total :	409.99
153757	6/27/2014	008255 WANDA-LAM I.D. CARDS FACTORY	37827		BLACK BADGE REEL W/CARD CLAI	

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153757	6/27/2014	008255 WANDA-LAM I.D. CARDS FACTORY	(Continued)		01-25-000-73870	112.47
					Total :	112.47
153758	6/27/2014	011057 WEX BANK	37187308		ACCT#0414-00-849445-2/FUEL SPE 01-17-205-73530	450.17
					Total :	450.17
153759	6/27/2014	010471 Y & D MAINTENANCE INC.	0773		MOWING 7708 W 162ND PLACE 01-23-000-72881	120.00
			0774		MOWING 19803 LONG MEADOW 01-23-000-72881	120.00
					Total :	240.00
94 Vouchers for bank code : apbank						Bank total : 76,021.05
95 Vouchers in this report						Total vouchers : 88,737.96

The Tinley Park Village Board having duly met at Village Hall do hereby certify that the following claims or demands against said village were presented and are approved for payment as presented on the above listing.

In witness thereof, the Village President and Clerk of the Village of Tinley Park, hereunto set their hands.

_____ Village President

_____ Village Clerk

_____ Date

Voucher List
Village of Tinley Park

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153760	6/27/2014	005379 KLEIN, THORPE & JENKINS, LTD	061714		LEGAL SERVICES THRU 5/31/14	
					01-14-000-72850	46,118.99
					01-14-000-72855	1,470.00
					01-14-000-72850	7,966.52
					01-14-000-72855	420.00
					Total :	55,975.51
153761	6/27/2014	015580 MIDWEST COMMERCIAL, INC.	14-3081		PD CARPET	
				VTP-012216	30-00-000-75002	8,078.00
					Total :	8,078.00
153762	6/27/2014	006597 PITNEY BOWES PURCHASE POWER	8000900001076300		ACCT#8000-9000-0107-6300 POSTA	
					01-14-000-72110	-762.64
					01-30-000-72110	580.73
					01-40-000-72110	9.84
					01-13-000-72110	717.08
					01-46-000-72110	66.57
					01-17-217-72110	104.16
					01-45-000-72110	95.16
					01-32-000-72110	16.61
					01-21-000-72110	0.98
					01-44-000-72110	6.30
					01-19-000-72110	5.80
					01-20-000-72110	74.88
					01-54-000-72110	2.70
					01-48-000-72110	373.10
					83-00-000-72110	299.69
					01-35-000-72110	81.67
					01-17-205-72110	10.30
					01-31-000-72110	13.16
					01-53-000-72110	0.96
					01-56-000-72110	307.73
					01-57-000-72110	4.50
					06-00-000-72110	1,217.03
					01-50-000-72110	49.73
					60-00-000-72110	1,675.90

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
153762	6/27/2014	006597	PITNEY BOWES PURCHASE POWER	(Continued)	01-47-000-72110	48.06	
					Total :	5,000.00	
153763	6/27/2014	012268	REGIONAL TRUCK EQUIPMENT CO	28233	STAINLESS BED REPLACEMENT UI	9,434.00	
				VTP-012142	30-00-000-74233	9,434.00	
					Total :	9,434.00	
153764	6/27/2014	006874	ROBINSON ENGINEERING CO. LTD.	14060174	PROJ#13-312.04 80TH AVE RESURF	13,682.77	
					06-00-000-72742	13,682.77	
					Total :	13,682.77	
153765	6/27/2014	006874	ROBINSON ENGINEERING CO. LTD.	14060173	PROJ#13-308.04 OAK PARK AVE CC	11,883.61	
					06-00-000-72742	11,883.61	
					Total :	11,883.61	
153766	6/27/2014	006874	ROBINSON ENGINEERING CO. LTD.	14060162	TP I-80 ACCESS JUSTIFICATION ST	7,701.64	
					30-00-000-72840	7,701.64	
					Total :	7,701.64	
7 Vouchers for bank code : apbank						Bank total :	111,755.53
7 Vouchers in this report						Total vouchers :	111,755.53

Bank code : apbank

<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
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The Tinley Park Village Board having duly met at Village Hall do hereby certify that the following claims or demands against said village were presented and are approved for payment as presented on the above listing.

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_____ Village President

_____ Village Clerk

_____ Date

Voucher List
Village of Tinley Park

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153562	6/20/2014	014148	CALL ONE	(Continued)		
					60-00-000-72120	2,036.09
					01-17-205-72120	921.37
					11-00-000-72790	391.70
					01-12-000-72120	102.71
					01-14-000-72120	294.13
					01-15-000-72120	53.27
					01-19-000-72120	78.74
					01-20-000-72120	26.63
					01-23-000-72120	34.74
					01-24-000-72120	34.74
					01-30-000-72120	53.27
					01-31-000-72120	53.27
					01-32-000-72120	34.74
					01-35-000-72120	34.74
					01-53-000-72120	18.53
					60-00-000-72120	177.16
					01-14-000-72120	1,200.00
					01-11-000-72120	26.80
					01-12-000-72120	61.65
					01-17-205-72120	61.65
					01-19-000-72120	13.40
					01-23-000-72120	16.08
					01-24-000-72120	16.08
					01-31-000-72120	16.08
					01-32-000-72120	16.08
					60-00-000-72120	40.22
					01-17-205-72120	176.01
					Total :	6,659.35
153563	6/20/2014	011929	CAPITAL ONE BANK (USA), N.A.	298964983	CLICK-N-SHIP PRIORTY MAIL POST	
					01-14-000-72110	5.25
				299544281	CLICK-N-SHIP PRIORTY MAIL POST	
					01-13-000-72110	7.60
				299717084	CLICK-N-SHIP PRIORTY MAIL POST	
					01-14-000-72110	5.05
				299891072	CLICK-N-SHIP PRIORTY MAIL POST	

Voucher List
Village of Tinley Park

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153563	6/20/2014	011929 CAPITAL ONE BANK (USA), N.A.	(Continued)		01-14-000-72110	5.25
			299891072.		CLICK-N-SHIP PRIORTY MAIL POST	
					01-14-000-72110	5.25
					Total :	28.40
153564	6/20/2014	003735 CAREFREE LAWN SPRINKLERS, INC	215343		2" RPZ CERTIFICATION	
					01-23-000-72790	150.00
					Total :	150.00
153565	6/20/2014	003304 CARLIN-MORAN LANDSCAPE INC	541A		VILLAGE HALL/PAVERS.MULCH,LIM	
			576A		01-25-000-73680	607.50
			577A		TREE STUMP OUT,TOPSOIL,SOD	
					01-25-000-72881	211.00
					MOW&WEEDWHACK PROP(16764	
					01-23-000-72881	795.00
					Total :	1,613.50
153566	6/20/2014	003334 CCP INDUSTRIES, INC	IN01267971		HIPPIE WIPES	
					60-00-000-72710	68.28
					01-24-000-72710	68.28
					01-23-000-72710	68.28
					01-19-000-72530	68.28
					01-17-205-72710	51.05
					01-30-000-72540	65.55
					01-14-000-72540	32.77
					01-21-000-72540	32.77
			IN01277552		HIPPIE-WIPES	
					60-00-000-72710	68.29
					01-24-000-72710	68.29
					01-23-000-72710	68.29
					01-19-000-72530	68.29
					01-17-205-72710	91.09
					01-30-000-72540	45.61
					01-14-000-72540	22.81
					01-21-000-72540	22.81

Voucher List
Village of Tinley Park

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153566	6/20/2014	003334	003334 CCP INDUSTRIES, INC		(Continued)	Total : 910.74
153567	6/20/2014	003406	CDS OFFICE TECHNOLOGIES	INV0855789	WIRELESS ACCESS UPGRADE	
				VTP-012141	30-00-000-74604	5,142.00
					Total :	5,142.00
153568	6/20/2014	003243	CDW GOVERNMENT INC.	MM40324	<IT> - MCAFEE PROTECTION RENE	
				VTP-012196	01-14-000-72655	561.00
				MM48463	<PD> - DESKTOP DOCKING STATIC	
				VTP-012193	09-00-000-74128	426.07
					Total :	987.07
153569	6/20/2014	003229	CED/EFENGEE	5025-481214	LAMPS	
				5025-481439	01-24-000-73570	134.66
				5025-481440	VERT COVER	
				5025-481450	70-00-000-73570	49.22
				5025-481475	UNIVISNSC,ECO	
				5025-481513	01-25-000-73570	170.99
				5025-481578	LAMP	
					01-24-000-73570	439.59
					LAMP	
					01-24-000-73570	154.76
					250V INDICATOR FUSE	
					60-00-000-73570	17.95
					LAMP	
					01-24-000-73570	240.30
					Total :	1,207.47
153570	6/20/2014	013388	CHICAGO METROPOLITAN AGENCY	67833	PLANNINGS FY 2015 LOCAL CONTI	
					01-14-000-72720	542.71
					Total :	542.71
153571	6/20/2014	013991	CHICAGO OFFICE PRODUCTS CO.	826367-0	PAPER,PENS	
					60-00-000-73110	30.40
					01-23-000-73110	30.40
					01-24-000-73110	15.18
				826630-1	HEADSET	

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153571	6/20/2014	013991 CHICAGO OFFICE PRODUCTS CO.	(Continued)		01-12-000-73110	272.97
					Total :	348.95
153572	6/20/2014	014642 CLANCY, LEONARD	061814		REFUND VEHICLE STICKER CAR W 06-00-000-79005	25.00
					Total :	25.00
153573	6/20/2014	013171 COMCAST CABLE	8771401810026955		ACCT#8771401810026955 EMA/173 01-21-000-72750	50.57
			8771401810028977		ACCT#8771401810028977, 7980 183 01-25-000-72790	21.06
					Total :	71.63
153574	6/20/2014	012522 CONNEY SAFETY PRODUCTS, LLC	04705066		GLOVES 01-23-000-73845	114.24
					60-00-000-73845	114.24
					01-23-000-73845	6.75
					60-00-000-73845	6.74
					Total :	241.97
153575	6/20/2014	012410 CONSERV FS, INC.	1919910-IN		RAKE,ERO BLANKET,SUNNY-DELU 01-23-000-73410	46.20
					01-23-000-73680	225.64
					Total :	271.84
153576	6/20/2014	012826 CONSTELLATION NEWENERGY, INC.	0015339461		POST#1/ACCT ID#1-EI-2731 CUST I 60-00-000-72510	5,151.92
					Total :	5,151.92
153577	6/20/2014	003248 COOK COUNTY RECORDER OF DEEDS	INV226053114		RECORDINGS 01-14-000-72355	302.00
					Total :	302.00
153578	6/20/2014	016579 COTRANO, MARK	061614		REIM.EXP. MEALS FIRE COLLEGE I 01-19-000-72170	48.99
					Total :	48.99

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153579	6/20/2014	003522 COUNTRY HILL ANIMAL HOSPITAL	061214		PIT BULL-ET DISP. 01-17-220-72240	25.00
Total :						25.00
153580	6/20/2014	003635 CROSSMARK PRINTING, INC	25064		BUILDING APPROVED LABELS 01-30-000-72310	143.92
			25065		ORDINANCE/CODE VIOLATION WAI 01-30-000-72310	103.70
Total :						247.62
153581	6/20/2014	013052 DEL MAR BUILDERS	061614		REFUND DUPL PAYMENT CONTRAC 01-14-000-79010	100.00
Total :						100.00
153582	6/20/2014	016551 DORNER COMPANY	123256-IN	VTP-012225	POST 2 SOUTH FILL VALVE REPAIR 60-00-000-72528	730.00
Total :						730.00
153583	6/20/2014	003835 DREISILKER ELECTRIC MOTORS,INC	1918647		GEAR AND BEARING PULLER 01-25-000-73410	204.91
Total :						204.91
153584	6/20/2014	003770 DUSTCATCHERS INC	82841		MATS/VH 01-25-000-72790	44.34
Total :						44.34
153585	6/20/2014	004009 EAGLE UNIFORM CO INC	231464	VTP-012219	UNIFORMS - GASKILL 01-19-000-73610	169.25
			231554	VTP-012217	UNIFORMS - PAUL REYES 01-19-000-73610	67.25
			231596	VTP-012248	(IWANAGA) DUTY PANTS 01-19-000-73610	67.25
			231620	VTP-012244	(HUGHES, D) DUTY SHIRT 01-19-000-73610	37.10
					01-19-000-73610	1.75
Total :						342.60
153586	6/20/2014	004033 EFFECTIVE SIGNS	14-06-188		DEV.OPPORTUNITIES PLASTIC CAI	

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153586	6/20/2014	004033	EFFECTIVE SIGNS		(Continued)	
					01-45-000-72954	314.00
					Total :	314.00
153587	6/20/2014	004099	EHLERS & ASSOCIATES INC.	348349	THE BOULEVARD PROJECT/FINAN	
					19-00-000-72849	1,308.75
					Total :	1,308.75
153588	6/20/2014	004111	EJ USA. INC	3724109	ADJUSTING RINGS	
				VTP-012257	60-00-000-73630	1,573.83
					Total :	1,573.83
153589	6/20/2014	011269	ELLIS, DON	061714	SOUND & LIGHTS MUSIC IN THE PL	
					83-00-000-72923	500.00
					Total :	500.00
153590	6/20/2014	004087	EMERGENCY MEDICAL PRODUCTS INC	1652619	EMS SUPPLIES	
				VTP-012229	01-19-000-73115	1,802.07
					Total :	1,802.07
153591	6/20/2014	004119	ENVIROTEST/PERRY LABS INC	14-130322	COLIFORMS SAMPLES	
					60-00-000-72865	464.00
					Total :	464.00
153592	6/20/2014	004019	EVON'S TROPHIES & AWARDS	060914	PLAQUE	
					01-17-205-72974	60.00
					Total :	60.00
153593	6/20/2014	004267	FIRST AYD CORP	642770	GLASS & SURFACE CLEANER	
					01-25-000-73580	334.28
					Total :	334.28
153594	6/20/2014	004362	FIVE ALARM FIRE & SAFETY EQUIP	140177-1	SHARK STEP CRIBBING	
				VTP-012189	30-00-000-74196	2,192.00
					30-00-000-74196	250.00
					Total :	2,442.00
153595	6/20/2014	012941	FMP	52-249731	SENSOR ASY, UNIT 12B	

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153595	6/20/2014	012941 FMP	(Continued)		01-17-205-72540	49.44
					Total :	49.44
153596	6/20/2014	015847 GIBBONS, DONNA	061714		REIM.EXP.CERT.FRAMES & DISPLA 01-50-000-73112	89.13
					Total :	89.13
153597	6/20/2014	004447 GLOBAL CROSSINGS TELECOMM.	9034679160		ACCT#0202459524 01-17-225-72120	13.12
					Total :	13.12
153598	6/20/2014	004438 GRAINGER	9457067610		TUBE LABELS,LABEL CARTRIDGE 60-00-000-72528	175.60
					Total :	175.60
153599	6/20/2014	014329 GRAY MANUFACTURING CO., INC.	796383		TSL-50 HEAVY DUTY JACK	
				VTP-012251	01-23-000-73410	571.00
				VTP-012251	60-00-000-73410	285.50
				VTP-012251	01-24-000-73410	285.50
					Total :	1,142.00
153600	6/20/2014	014491 HANSEN DOOR INC.	3254		ROLLER 2" LS 01-25-000-72520	42.00
					Total :	42.00
153601	6/20/2014	008043 HD SUPPLY WATERWORKS, LTD.	C491104		VALVE BOX RISER	
			C513579		60-00-000-73630	280.00
			C520056		SEWER SPIGOT PLUG 60-00-000-73630	15.00
			C522791	VTP-012240	METERS - ACCUSTREAM ECR, AMF 60-00-000-74175	8,670.00
			C537016	VTP-012239	1 1/2 INCH WATER METER 60-00-000-74175	1,115.00
					TOUCHREADER 60-00-000-74175	962.35
					Total :	11,042.35

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153602	6/20/2014	016583 HENIFF, LISA	Ref001304657		UB Refund Cst #00484631 60-00-000-20599	26.99
Total :						26.99
153603	6/20/2014	010238 HOME DEPOT CREDIT SERVICES	27687		MAILBOX POST 01-23-000-73840	47.00
Total :						47.00
153604	6/20/2014	014161 HOMER TREE CARE, INC.	67325-5		EAB ASH REMOVALS MAY'14, PAY A 33-00-000-75630	272,955.48
Total :						272,955.48
153605	6/20/2014	005127 INGALLS OCCUPATIONAL MEDICINE	CP206864		EXAM-PACE-JOHN BOGUMIL 01-53-000-72855	102.00
			CP207025		EXAM JORDAN SINWELSKI, 05/14/1 01-40-000-72846	420.00
Total :						522.00
153606	6/20/2014	011818 INTERNATIONAL ECONOMIC	061614		JEFF FINKLE REIM.EXP.FLIGHT,CA 01-32-000-73870	433.06
Total :						433.06
153607	6/20/2014	005266 J.M.D. SOX OUTLET, INC.	82948		SS SHIRTS 01-23-000-73610	35.98
			82979		BOOTS,LACES/WALLY BRAUN 60-00-000-73610	163.70
			83250		WORK CLOTHES/MARTY YOUNG 01-25-000-73610	319.58
			83297		WORK CLOTHES/RICH SOGA 60-00-000-73610	425.00
Total :						944.26
153608	6/20/2014	005283 JOHNSON, GREGORY M.	061314		REIM. EXP. WORK CLOTHES-GREG 01-24-000-73610	425.00
Total :						425.00
153609	6/20/2014	005222 LEE JENSEN SALES CO., INC.	137312		WIRE ROPE SLINGS 01-23-000-73830	52.22

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153609	6/20/2014	005222 005222 LEE JENSEN SALES CO., INC.	(Continued)			Total : 52.22
153610	6/20/2014	015178 LEONI, PATRICIA	022214		REIM.EXP.CRISIS CENTER DINNER 01-11-000-72220	90.00 Total : 90.00
153611	6/20/2014	014402 LEXISNEXIS RISK DATA MGMNT INC	1038013-20140531		SEARCHES 5/1/14-5/31/14 01-17-225-72852	58.75 Total : 58.75
153612	6/20/2014	016575 LIVESAY, MATT	103-1796147-2429863		REIM.EXP.MAILBOX 01-23-000-73840	267.99 Total : 267.99
153613	6/20/2014	016189 LOU'S GLOVES, INC.	006030	VTP-012231	GLOVES - EMS SUPPLIES 01-19-000-73115 01-19-000-73115	775.00 40.00 Total : 815.00
153614	6/20/2014	013969 MAP AUTOMOTIVE OF CHICAGO	40-278657 40-278721 40-279271		CLUTCH ASY/PACE BUS 01-53-000-72540 ACMLTR ASSY,SW-A/C SYS 01-17-205-72540 KIT-B/LIN, UNIT 29 60-00-000-72540	277.81 79.45 46.63 Total : 403.89
153615	6/20/2014	012631 MASTER AUTO SUPPLY, LTD.	1536 1646 1716 1720		BRAKE PDS,REAR ROTOR 01-17-205-72540 RADIATOR CAP 01-23-000-72540 HEATER FITTING S 60-00-000-72540 CIRC HTR for #92 Water 60-00-000-72540	67.83 3.68 54.36 166.55 Total : 292.42
153616	6/20/2014	006074 MENARDS	45511		WIRELESS CAR MOUSE,ODOR ELII	

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153616	6/20/2014	006074 MENARDS	(Continued)		01-25-000-73870	5.00
					01-25-000-73580	9.88
					01-25-000-73410	15.25
			45541		POST CEMENT,LUMBER,ELITE POS	
					01-23-000-73840	300.31
			45766		LANDOVER POST BRONZE	
					01-23-000-73840	89.97
			45938		WET FLOOR SIGN	
					01-25-000-73580	59.88
			46009		CHIP BRUSH	
					01-23-000-73620	10.99
			46012		PHILLIPS,HOSE,POST MOUNT,MAIL	
					01-23-000-73840	441.67
					01-23-000-73410	10.98
			46212		PUTTY KNIFE,HOSEHANDLER,KNO	
					01-25-000-73410	1.14
					01-23-000-73410	24.99
					01-25-000-73410	4.98
			46294		T-STRIP,HAMMER,PIPE WRENCH	
					60-00-000-73410	36.96
					Total :	1,012.00
153617	6/20/2014	005904 MIDWEST AIR PRO	12412		HOSE/SERVICE	
					01-19-000-72524	1,268.60
					Total :	1,268.60
153618	6/20/2014	013941 MORRILL & ASSOCIATES, P.C.	3952		LEGISLATIVE REPRESENTATION JL	
					01-14-000-72790	3,000.00
					Total :	3,000.00
153619	6/20/2014	005299 MSC INDUSTRIAL SUPPLY CO	6605162001		KAR TITE,DRILL BIT,PAINT,DISC,TU	
					60-00-000-72540	71.53
					01-24-000-72540	71.52
					01-23-000-72540	71.53
					Total :	214.58

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153620	6/20/2014	010810 MUNICIPAL SERV. CONSULTING INC	TPPC-0414-ATT		CONSULTING ATT TOWER PLAN RE 01-31-000-72847	895.50
					Total :	895.50
153621	6/20/2014	006302 NEW PIG CORPORATION	21410299-00	VTP-012249	HAZ MAT SUPPLIES 01-19-000-73555 01-19-000-73555	297.00 28.12
					Total :	325.12
153622	6/20/2014	014598 NI, XIU	061614		REFUND/VEHICLE STICKER SOLD ' 06-00-000-79005	25.00
					Total :	25.00
153623	6/20/2014	013599 OFFICE DEPOT	715220640001		FORM HOLDER,BINDERS 01-19-000-73110	89.94
					Total :	89.94
153624	6/20/2014	010702 O'MALLEY, JOHN D.	061414		BACKGRD MICHELLE KRZYSTYNIA 01-35-000-72446	125.00
					Total :	125.00
153625	6/20/2014	010135 ONSITE COMMUNICATIONS USA, INC	41255		DATA CARD RIBBON,BLANK ID CAR 01-25-000-73870	242.00
					Total :	242.00
153626	6/20/2014	006475 PARK ACE HARDWARE	044517/1 044523/1 044530/1 044546/1		PAINT TRAY 01-23-000-73620 SAFETY CAN 01-23-000-73870 LED HEADLAMP 60-00-000-73410 TRIMLINE PLUS STONESRAY/MAIL 01-23-000-73840	2.79 36.79 19.19 47.99
					Total :	106.76
153627	6/20/2014	014682 PITNEY BOWES	1562612-JN14 5218764-JN14		ACCT#1562612 LEASING 6/30/14-9/ 01-14-000-72750 MAILING SYSTEM RENTAL 5/30/14-(1,020.00

Voucher List
Village of Tinley Park

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153627	6/20/2014	014682 PITNEY BOWES	(Continued)		01-17-205-72750	140.70
					Total :	1,160.70
153628	6/20/2014	006780 POMP'S TIRE SERVICE, INC	410185352		TIRES	
			410185356		01-23-000-73560	606.72
					TIRES	
					01-17-205-73560	526.84
					Total :	1,133.56
153629	6/20/2014	006616 POPP, JONATHAN W.	061614		PER DIEM: MEAL FTO SUPERVISOR	
					01-17-205-72140	30.00
					Total :	30.00
153630	6/20/2014	015995 PORTER LEE CORPORATION	14546	VTP-012250	RIBBONS	
					01-17-225-73600	60.00
					Total :	60.00
153631	6/20/2014	006507 POSTMASTER, U. S. POST OFFICE	061614		PERMIT#34/SUMMER EXCHANGE 2	
					01-14-000-72991	4,205.00
					60-00-000-72110	742.06
					Total :	4,947.06
153632	6/20/2014	016573 PREFERRED FIRE & FLOOD REPAIR	061614		REFUND/DUPL PAYMENT CONTRA	
					01-14-000-79010	100.00
					Total :	100.00
153633	6/20/2014	006850 QUILL CORPORATION	3631026		BINDER CLIPS	
					01-31-000-73110	4.20
					Total :	4.20
153634	6/20/2014	006361 RAY O'HERRON CO. INC	1433355-IN		BADGES	
			1434018-IN		01-17-205-73610	966.72
					CAP,TIE BAR	
					01-17-205-73610	44.90
					Total :	1,011.62
153635	6/20/2014	005488 REP. DAN LIPINSKI OFFICE ACCT.	061714		2 MEMORIAL FLAGS	

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153635	6/20/2014	005488 REP. DAN LIPINSKI OFFICE ACCT.	(Continued)		01-50-000-73112	37.80
					Total :	37.80
153636	6/20/2014	015138 RICMAR INDUSTRIES, INC.	318421		AVANT-GARD PLUS-01 60-00-000-72520	135.33
					Total :	135.33
153637	6/20/2014	015230 RIDGE LANDSCAPE SERVICES LLC	3789		CONTRACTED MOWING THROUGH-	
				VTP-012208	01-23-000-72881	12,779.24
				VTP-012208	01-25-000-72881	730.65
				VTP-012208	70-00-000-72881	472.77
				VTP-012208	60-00-000-72881	343.84
					Total :	14,326.50
153638	6/20/2014	006974 RINGHOFER, WILLIAM	061514		PER DIEM: MEALS SUPERVISION C 01-17-205-72140	150.00
					Total :	150.00
153639	6/20/2014	016030 RODRIGUEZ, ROBERT	061714		PRESENTATION/MUSICIN THE PLA; 83-00-000-72923	100.00
					Total :	100.00
153640	6/20/2014	013079 ROYAL PUBLISHING	061814		1/4 PANEL TPHS POCKET SCHEDU 01-14-000-72330	300.00
					Total :	300.00
153641	6/20/2014	016334 RUSH TRUCK CENTERS OF ILLINOIS	13211239		FILTERS,KIT 01-42-000-72540 01-23-000-72540	25.64 257.30
					Total :	282.94
153642	6/20/2014	007629 SAM'S CLUB DIRECT	3257		WATER,CANDY,PLATES,COFFEE 01-14-000-73115 01-23-000-73115 01-30-000-73110 01-31-000-73110	92.42 16.61 16.60 16.61
			3651		CANDY,SNACKS,HAMBURGERS, H.	

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153642	6/20/2014	007629 SAM'S CLUB DIRECT	(Continued)			
					01-14-000-73115	70.21
					60-00-000-72220	13.89
					01-24-000-72220	6.94
					01-23-000-72220	13.89
			3838		PACKAGING,PLATES,LOAVES	
					01-11-000-72220	28.26
			5567		SUGAR & CREAMER, SODA	
					01-14-000-73115	4.19
					01-25-000-73115	4.19
					01-30-000-73110	4.18
					01-31-000-73110	4.19
					60-00-000-72635	11.15
					01-24-000-72635	5.58
					01-23-000-72635	11.15
					01-14-000-73115	28.88
			7174		TEA,SODA	
					01-14-000-73115	26.66
			8096		WATER,SNACKS,COFFEE,PAPER T	
					01-14-000-73115	1.47
					01-25-000-73115	1.47
					01-30-000-73110	1.47
					01-31-000-73110	1.47
					01-14-000-73115	13.74
					60-00-000-73115	40.30
					01-24-000-73115	20.14
					01-23-000-73115	40.30
					60-00-000-73117	7.95
					01-24-000-73117	3.98
					01-23-000-73117	7.95
					Total :	515.84
153643	6/20/2014	015314 SANCHEZ, VICKI	061614		REIM. EXP. FOOD & STICKERS	
					01-11-000-72220	156.29
					83-00-000-72923	43.90
					Total :	200.19

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153644	6/20/2014	016581 SILVERS, KAREN	Ref001304655		UB Refund Cst #00462262 60-00-000-20599	178.56
					Total :	178.56
153645	6/20/2014	013043 SITE DESIGN GROUP, LTD.	7221-13		EAB TREE REMOVALS 4/27/14-5/24/14 01-23-000-72790	12,385.93
			7360.05-02		HILTON GARDEN INN SERVICES 4/27/14-5/24/14 01-31-000-72847	42.50
			7360.06-01		WENDY'S SERVICES 5/1/14-5/24/14 01-31-000-72847	212.50
			7391-02		MOWING 4/27/14-5/24/14 01-23-000-72840	962.50
			7392-02		LAWN TREATMENT 4/27/14-5/24/14 01-23-000-72840	372.50
					Total :	13,975.93
153646	6/20/2014	016580 STAK ENTERPRISES, INC.	14052901		SUMP PUMP SWITCH 60-00-000-72530	224.72
					Total :	224.72
153647	6/20/2014	007224 STANDARD EQUIPMENT COMPANY	C93360		RKR SW 01-23-000-72540	66.02
					Total :	66.02
153648	6/20/2014	012238 STAPLES BUSINESS ADVANTAGE	3233532425		3X3 NOTES,POST-ITS,ENV,LEHAL F 01-13-000-73110	65.12
					01-14-000-73110	134.01
			3233532426		LEGAL PADS 01-14-000-73110	10.49
			3233532427		POS ROLLS 01-13-000-73110	59.98
			3234024492		FLDR,HAND WASH,BINDER CLIPS,I 01-17-205-73110	55.93
			3234024493		PENS,POS ROLLS,STAPLES,ENV 01-17-205-73110	70.31
			3234024494		ENV 01-17-205-73110	49.29

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153648	6/20/2014	012238	012238 STAPLES BUSINESS ADVANTAGE	(Continued)		Total : 445.13
153649	6/20/2014	011189	STAPLES CREDIT PLAN	09160	SHARPIE CHISEL 83-00-000-72923	11.29
				09464	BADGE 01-32-000-73110	21.96
				13914	STICKIES 01-25-000-73110	14.58
					Total :	47.83
153650	6/20/2014	015452	STEINER ELECTRIC COMPANY	S004714391.001	BLANK COVER,DPLX RCPT PLTS 01-25-000-73570	20.37
				S004714996.001	SQ EXT BOX 01-25-000-73570	0.92
				S004714996.002	12V HAL,PHIL INSERT BIT,REPL BIT 01-25-000-73570	32.90
					01-25-000-73410	18.60
					Total :	72.79
153651	6/20/2014	014840	STS TOWING	5077	WHEEL LIFT/PACE BUS 01-53-000-72750	75.00
					Total :	75.00
153652	6/20/2014	007297	SUTTON FORD INC./FLEET SALES	401179	WIRE ASY/PACE BUS 01-53-000-72540	191.07
				401197	SHROUD-FAN/PACE BUS 01-53-000-72540	208.79
				401266	SWITCH ASY 01-17-205-72540	130.82
				401315	SOLENOID ASY/PACE BUS 01-53-000-72540	74.27
					Total :	604.95
153653	6/20/2014	016582	SYTSMA, RICH & CAROLE	Ref001304656	UB Refund Cst #00467815 60-00-000-20599	210.17
					Total :	210.17
153654	6/20/2014	004400	THE GORMAN GROUP, LTD.	061614	18301 CONVENTION CENTER DRIV	

Voucher List
Village of Tinley Park

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153654	6/20/2014	004400 THE GORMAN GROUP, LTD.	(Continued)		17-00-000-72790	1,500.00
					Total :	1,500.00
153655	6/20/2014	016418 THE NEW INVADERS	061714		PERF.MUSIC IN THE PLAZA 06/28/1 83-00-000-72923	800.00
					Total :	800.00
153656	6/20/2014	007777 THOMPSON ELEVATOR INSPECTION	14-1916		2 R & R MOD ELEVATOR PLAN REV 01-30-000-72853	150.00
			14-1933		1 ELEV PLAN REVIW 1 FULL MOD E 01-30-000-72853	150.00
			14-1980		6 SEMI ANNUAL ELEV INSPTN 1 SE 01-30-000-72853	266.00
					Total :	566.00
153657	6/20/2014	014854 THOMSON REUTERS-WEST PYMNT CTF	829706430		ACCT#1004259312 WEST INFO CH/ 01-17-225-72720	137.45
					Total :	137.45
153658	6/20/2014	014510 TRUGREEN PROCESSING CENTER	19652224		LAWN SERVICE 175TH & HICKORY 01-23-000-72881	30.00
			19675955		LAWN SERVICE 168TH ST POND #2 01-23-000-72881	223.00
			20130255		TREE & SHRUB SERV 6640 167TH S 60-00-000-72881	89.00
			20142295		TREE & SHRUB SERV RIDGELAND 60-00-000-72881	89.00
					Total :	431.00
153659	6/20/2014	008030 UCN INC.	14012483		ADMINISTRATION FEE 01-17-205-72430	10.40
					01-30-000-72430	1.93
					70-00-000-72430	1.93
					01-20-000-72430	1.18
					01-11-000-72430	0.74
					01-21-210-72430	1.10

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153659	6/20/2014	008030 UCN INC.	(Continued)		01-23-000-72430	0.72
					01-24-000-72430	1.93
					01-25-000-72430	2.72
					60-00-000-72430	2.35
					Total :	25.00
153660	6/20/2014	002613 UNITED HEALTHCARE AARP	000184060414		JUNE14 PYMT FOR COVERAGE JI	
					01-23-000-72435	195.49
					01-30-000-72435	190.60
					01-23-000-72435	164.64
					01-13-000-72435	195.63
					60-00-000-72435	46.63
					01-23-000-72435	46.62
					60-00-000-72435	87.89
					01-23-000-72435	167.25
					01-17-205-72435	119.13
					60-00-000-72435	252.54
					01-24-000-72435	81.67
					60-00-000-72435	81.21
					01-23-000-72435	77.88
					60-00-000-72435	91.88
					Total :	1,799.06
153661	6/20/2014	011904 UPS	0000626634244		SHIPPER #626634	
					60-00-000-72110	216.00
					Total :	216.00
153662	6/20/2014	011055 WARREN OIL CO.	I0848754		N.L. GAS USED 5/29/14-6/9/14	
					01-17-205-73530	9,157.94
					01-19-000-73530	436.43
					01-20-000-73530	159.06
					01-21-000-73530	622.30
					60-00-000-73530	1,505.89
					01-23-000-73530	1,770.04
					01-24-000-73530	207.67
					01-30-000-73530	393.54

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153662	6/20/2014	011055 WARREN OIL CO.	(Continued)		01-12-000-73530	265.93
					01-14-000-73532	20.02
					01-14-000-73531	309.54
					01-14-000-73533	175.15
					14-00-000-73530	71.49
			I0848755		DIESEL USED 5/29/14-6/9/14	
					01-17-205-73540	170.26
					01-19-000-73545	1,732.18
					60-00-000-73545	415.70
					01-24-000-73545	184.81
					01-53-000-73545	195.97
					01-42-000-73545	262.91
					01-14-000-73531	3,478.91
					01-23-000-73545	1,989.26
					Total :	23,525.00
153663	6/20/2014	008226 WYMAN & COMPANY	42141		FRAME,MAT	
					01-14-000-73870	165.00
					Total :	165.00
153664	6/20/2014	010471 Y & D MAINTENANCE INC.	061214		MOWING16850 ODELL,6825 171ST,	
					01-23-000-72881	320.00
					Total :	320.00
153665	6/20/2014	008636 ZETTLEMEIER'S BAKERY	2584-5		BAKERY ITEMS	
					60-00-000-73115	18.80
					Total :	18.80
112 Vouchers for bank code : apbank						Bank total : 402,902.70
112 Vouchers in this report						Total vouchers : 402,902.70

Bank code : apbank

<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
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The Tinley Park Village Board having duly met at Village Hall do hereby certify that the following claims or demands against said village were presented and are approved for payment as presented on the above listing.

In witness thereof, the Village President and Clerk of the Village of Tinley Park, hereunto set their hands.

_____ Village President

_____ Village Clerk

_____ Date

ORDINANCE NO. 2014-O-___

AN ORDINANCE AMENDING THE VILLAGE OF TINLEY PARK ZONING ORDINANCE WITH REGARD TO ZONING RESTRICTIONS FOR MEDICAL CANNABIS DISPENSORIES AND RELATED FACILITIES

WHEREAS, the Village of Tinley Park is a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois, and may exercise powers pertaining to its local governmental affairs; and

WHEREAS, on May 17, 2013, the Illinois General Assembly passed House Bill 0001, which creates the “Compassionate Use of Medical Cannabis Pilot Program Act” (the “Act”). This legislation was signed into law by Governor Patrick Quinn on August 1, 2013, as Public Act 098-0122 and becomes effective January 1, 2014. Under the Act, qualifying patients that have been diagnosed by a physician as having a debilitating medical condition, as defined by the Act, are authorized to use cannabis without being subject to arrest, prosecution, or denial of any right or privilege for the medical use of cannabis in accordance with the Act; and

WHEREAS, under the Act, state-licensed nonprofit “medical cannabis cultivation organizations,” as defined by the Act (“Cultivation Facilities”), will be authorized to grow, harvest and distribute cannabis to state-licensed “medical cannabis dispensing organizations,” as defined in the Act (“Dispensing Facilities”), for re-sale to qualifying patients or state-approved caregivers of qualifying patients; and

WHEREAS, under the Act, only one Cultivation Facility will be permitted by the state to operate within each Illinois Senate District; and

WHEREAS, the Act contains certain distance regulations that govern the location and operation of Cultivation Facilities and Dispensing Facilities within municipalities and in relation to residential zoned areas and existing pre-schools, elementary and secondary schools, and full-time and part-time day care homes, day care centers and day care facilities; and

WHEREAS, while the Act preempts municipal authority to wholly prohibit Cultivation Facilities and Dispensing Facilities within municipal borders, it does allow municipalities to enact reasonable zoning regulations in regard to these Facilities, provided that the regulations do not conflict with the provisions of the Act; and

WHEREAS, the Tinley Park Zoning Code does not plainly address uses that would encompass the Cultivation Facilities or the Dispensing Facilities as defined by the Act; and

WHEREAS, the Tinley Park Plan Commission (the "Plan Commission") held a public hearing on the question of the proposed text amendments on _____, 2013, at which time all persons present were afforded an opportunity to be heard; and

WHEREAS, public notice in the form required by law was given of said public hearing by publication not more than thirty (30) days nor less than fifteen (15) days prior to said public hearing in _____, a newspaper of general circulation in this Village; and

WHEREAS, the Plan Commission of this Village has filed its report of findings and recommendations regarding the text amendments with this Village President and Board of Trustees, and this President and Board of Trustees has duly considered said report and findings and recommendations.

WHEREAS, the Village President and Village Clerk of the Village of Tinley Park ("Village Board") have determined that it is in the best interests of the Village and its residents to amend the Village's Zoning Ordinance as set forth herein;

NOW, THEREFORE, BE IT ORDAINED, by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, as follows:

SECTION 1: That Section II, B entitled "Definitions" of the Tinley Park Zoning Ordinance is hereby amended to add the following:

"MEDICAL CANNABIS CULTIVATION FACILITY: A facility authorized by Illinois law and operated by an organization or business registered by the Department of Agriculture to perform necessary activities to provide only registered medical cannabis dispensing organizations with usable medical cannabis.

MEDICAL CANNABIS DISPENSING FACILITY: A facility authorized by Illinois law and operated by an organization or business registered by the Department of Financial and Professional Regulation to acquire medical cannabis from a registered medical cannabis cultivation facility for the purpose of dispensing cannabis, paraphernalia, or related supplies and educational materials to registered qualifying patients."

SECTION 2: That the portion of Section V,B (“District Regulations, Schedules of Regulations”) of the Tinley Park Zoning Ordinance concerning Special Uses in a Office and Restricted Industrial (ORI), General Manufacturing (M-1) and Mixed Use Duvan Drive Overlay (MU-1) Districts be and is hereby amended by adding “Medical Cannabis Cultivation Facility” to the list of Special Uses in such districts.

SECTION 3: That the portion of Section V,B (“District Regulations, Schedules of Regulations”) of the Tinley Park Zoning Ordinance concerning Special Uses in a Office and Restricted Industrial (ORI), General Manufacturing (M-1) and Mixed Use Duvan Drive Overlay (MU-1) Districts be and is hereby amended by adding “Medical Cannabis Dispensing Facility” to the list of Special Uses in such districts.

SECTION 4: That the portion of Section V,B (“District Regulations, Schedules of Regulations”) be and is hereby amended to make Medical Cannabis Cultivation Facilities and Medical Cannabis Dispensing Facilities prohibited uses in all Residential Zoning Districts (R-1, R-2, R-3, R-4, R-5, and R-6), all Business Districts (B-1, B-2, B-3, B-4, and B-5), and all Legacy Code Character Districts (DC, DG, DF, NG, NF).

SECTION 5: That all Medical Cannabis Cultivation Facilities and Medical Cannabis Dispensing Facilities shall at all times comply with all requirements and restrictions, including without limitation, geographic location restrictions, as set forth in the Act or as modified by applicable law, and shall at all times comply with the terms and conditions of any special use permit that may be granted in the future.

SECTION 6: That the Village Clerk is hereby ordered and directed to publish this ordinance in pamphlet form and this Ordinance shall be in full force and effect from and after its passage, approval and publication as required by law.

SECTION 6: That the Village Clerk is hereby ordered and directed to publish this ordinance in pamphlet form and this Ordinance shall be in full force and effect from and after its passage, approval and publication as required by law.

PASSED this ____ day of _____, 2013, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ____ day of _____, 2013, by the President of the
Village of Tinley Park.

By: _____
Village President

ATTEST:

By: _____
Village Clerk

PLAN COMMISSION

Text Amendment to the Zoning Ordinance Medical Cannabis

June 19, 2014

Applicant

Village of Tinley Park

Location

Village-wide

Property Owners

N/A

Parcel Size

N/A

Zoning

All Zoning Districts are impacted.

Approval Sought

Text Amendment to the Village of Tinley Park Zoning Ordinance, Sections II.B and Section V.B.

Requested Action

Commissioners assigned to a workshop session to discuss the proposed text amendments.

Project Planner

Amy Connolly,
Planning Director

Project Description

The Illinois Legislature passed the Compassionate Use of Medical Cannabis Pilot Program Act in May 2013 and the Governor signed by bill this Fall, making the cultivation and dispensing of medical marijuana legal in Illinois. To summarize:

- On January 1, 2014, indoor cultivation and dispensing of medical marijuana is allowed in any municipality in Illinois, subject to rules written by state agencies. These rules are currently being considered and should be adopted this summer.
- Municipalities may create reasonable zoning regulations for medical marijuana businesses, but may not completely “zone out” cultivation or dispensing.
- The State Law contains regulations limiting the placement of both cultivation and dispensing businesses near public and private schools, daycare centers, and areas zoned for residential uses.

In a proposed text amendment to the Tinley Park Zoning Ordinance, changes to Section II.B.(Definitions) and Section V.B. (Schedules of Regulation) are proposed to regulate the location of medical cannabis dispensaries and cultivation facilities.

As originally proposed at the June 5, 2014 Plan Commission meeting this amendment would add definitions and to modify the schedule of use regulations to allow medical cannabis dispensaries and cultivation facilities only as a *Special Use in the ORI District (Office and Restricted Industrial), M-1 District (General Manufacturing), and MU-1 (Mixed Use Duvan Drive Overlay) District. Medical cannabis dispensaries and cultivation facilities would be a prohibited use in all Residential Zoning Districts (R-1, R-2, R-3, R-4, R-5, and R-6), all Business Districts (B-1, B-2, B-3, B-4, and B-5), and all Legacy Code Character Districts (DC, DG, DF, NG, NF).*

Discussion

Village staff, in consultation with the Planning and Zoning Committee of the Village Board and the Village Attorney, have reviewed the state's legislation and proposed rules with regard to a municipality's ability to regulate the location of medical cannabis dispensaries and cultivation facilities. Based upon our discussions about where these types of businesses would be best located, it was determined that dispensaries and cultivation facilities are best located in Industrial Zoned areas in Tinley Park. These areas are best suited to support medical cannabis dispensing and cultivation for several reasons:

- State separation requirements (from schools, daycare centers, group homes, and residential zoning) are forcing both dispensaries and cultivation facilities to be located far from residentially zoned properties. In Tinley Park, most of the properties where medical cannabis businesses could operate and meet separation requirements are in the industrial zones. Much of the business zoning in our community is too close to residential, school, or daycare uses.
- The buildings in the industrial zones are most suitable to support medical cannabis cultivation, which is an agricultural industrial use, conducted indoors. The buildings are also suitable for medical cannabis dispensing.
- The industrial zones have suitable infrastructure to support additional traffic and business activities that would develop as a result of a medical cannabis dispensary or cultivation business.
- The public safety of the patrons and business owners, as well as the safety of neighboring businesses, could be best controlled in industrially zoned areas which are typically less dense than in a business zoning district.

Further, staff recommends approving medical cannabis dispensaries and cultivation centers as a special use in all districts to ensure that proper public safety conditions that may not be covered in the state's rules, such as requiring cameras in the parking lots, extra screening, abatement of any nuisance smells, etc. Village staff has worked in coordination with the Tinley Park Police Chief to understand the impact of these businesses on a community and we will develop Village policy regarding conditions for these types of uses for Plan Commission consideration.

Village staff has prepared several maps for your consideration to explain the state separation requirements for both dispensaries and cultivation centers. These maps are attached to the staff report. We have also prepared a map showing all the properties in Tinley Park are industrially zoned and, if this ordinance is approved as written, could receive a medical cannabis business.

Assign Commissioners Recommendation

Commissioners McClellan and Ficaro and Village staff met to discuss the proposed ordinance and have the following recommendations, which amend the previously proposed ordinance to the following:

- Medical Cannabis Cultivation Centers: Special Use in the ORI District (Office and Restricted Industrial) only
- Medical Cannabis Dispensaries: Special Use in the M-1 District (General Manufacturing) only

Medical Cannabis Cultivation Centers would be a prohibited use in all Residential Zoning Districts (R-1, R-2, R-3, R-4, R-5, R-6, and R-7), all Business Districts (B-1, B-2, B-3, B-4, and B-5), in certain Industrial Districts (M-1 and MU-1) and all Legacy Code Character Districts (DC, DG, DF, NG, NF).

Medical Cannabis Dispensaries would be a prohibited use in all Residential Zoning Districts (R-1, R-2, R-3, R-4, R-5, R-6m and R-7), all Business Districts (B-1, B-2, B-3, B-4, and B-5), in certain Industrial Districts (ORI and MU-1) and all Legacy Code Character Districts (DC, DG, DF, NG, NF).

The Commissioners have reasoned that it is best for the Tinley Park community to limit the locations where Cultivation Centers and Dispensaries can be located. Additionally, the assigned commissioners find that any potential off-site impact of cultivation or dispensing can be better accommodated in industrial parks.

Findings:

- State separation requirements (from schools, daycare centers, group homes, and residential zoning) are forcing both dispensaries and cultivation facilities to be located far from residentially zoned properties. In Tinley Park, most of the properties where medical cannabis businesses could operate and meet separation requirements are in the industrial zones. Much of the business zoning in our community is too close to residential, school, or daycare uses.
- The buildings in the ORI District are most suitable to support medical cannabis cultivation, which is an agricultural industrial use, conducted indoors. The buildings in M-1 Industrial District are also suitable for medical cannabis dispensing.
- The industrial zones, such as ORI and M-1, have suitable infrastructure to support additional traffic and business activities that would develop as a result of a medical cannabis dispensary or cultivation business.
- The public safety of the patrons and business owners, as well as the safety of neighboring businesses, could be best controlled in industrially zoned areas such as ORI and M-1 which are typically less dense than in a business zoning district.

Recommended Motion

.....Move to recommend to the Village Board to adopt a text amendment to the Tinley Park Zoning Ordinance for changes to Section II.B.(Definitions) and Section V.B. (Schedules of Regulation) for the purpose of regulating the location of medical cannabis dispensaries and cultivation facilities. The Plan Commission specifically recommends modification to the schedule of use regulations to allow medical cannabis cultivation facilities as a Special Use in the ORI District (Office and Restricted Industrial) and medical cannabis dispensing facilities as a Special Use in the M-1 District (General Manufacturing). Medical cannabis dispensaries and cultivation facilities would be a prohibited use in all Residential Zoning Districts (R-1, R-2, R-3, R-4, R-5, R-6, and R-7), all Business Districts (B-1, B-2, B-3, B-4, and B-5), Certain Industrial Districts (MU-1) and all Legacy Code Character Districts (DC, DG, DF, NG, NF).

Example -- Schedule of Permitted Uses (By Use Type)

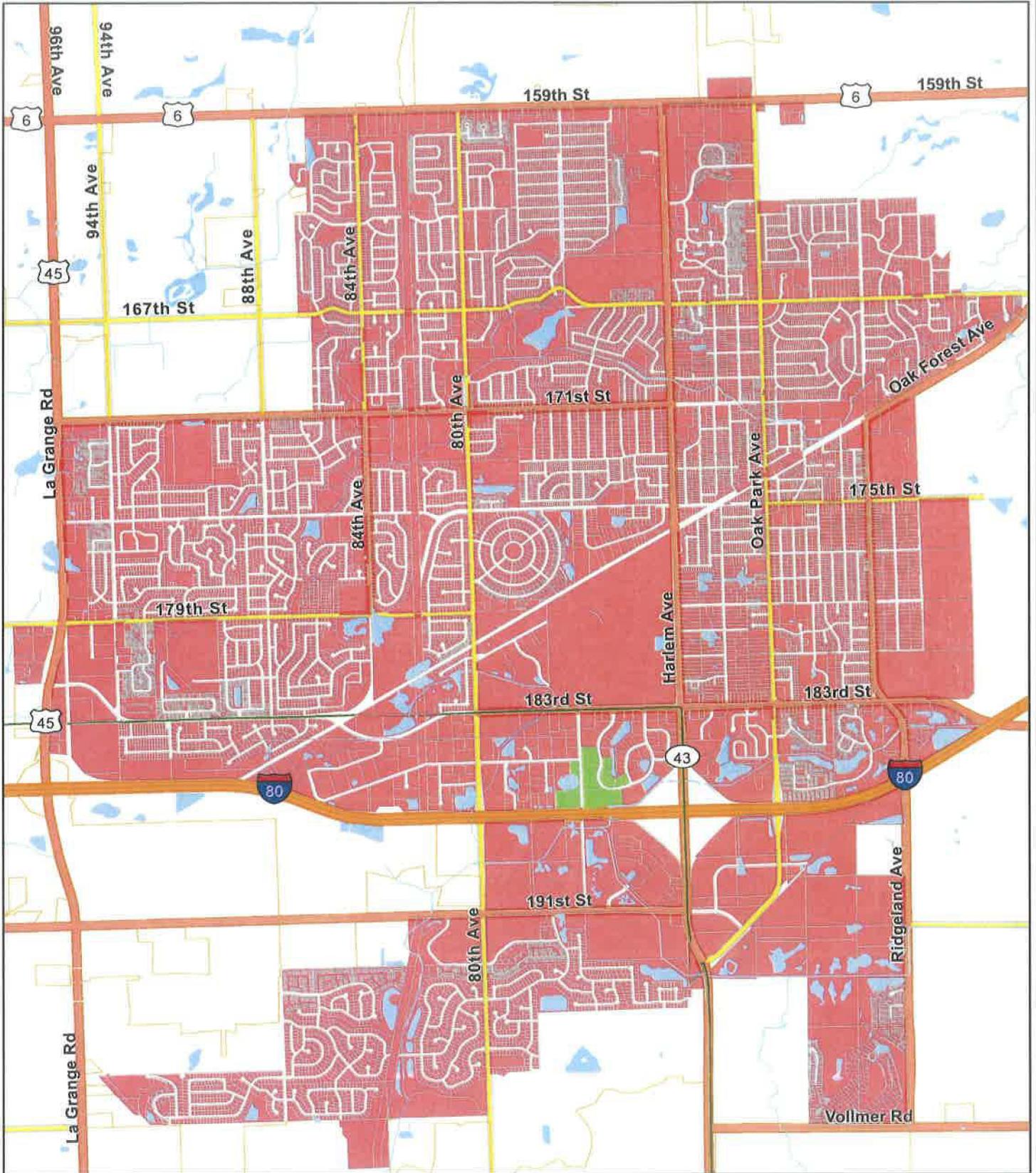
KEY: P = Permitted by Right; S = Special Use; X = Prohibited

USE	R-1	R-2	R-3	R-4	R-5	R-6	R-7	B-1	B-2	B-3	B
HEALTH SERVICES											
Business and professional offices, including medical						S	S	P	P	P	P
Cemeteries, including crematoriums and mausoleums	S	S	S	S	S	S					
Congregate elderly housing						S					
Funeral homes and mortuaries						S				P	P
Hospitals	S	S	S	S	S	S					
Medical cannabis cultivation facility	X	X	X	X	X	X	X	X	X	X	X
Medical cannabis dispensing facility	X	X	X	X	X	X	X	X	X	X	X
Medical clinics											
Medical office											
Sanitarium, nursing, or convalescent home											

Legacy Code List of Prohibited Uses (Table 3.A.2)

<i>Prohibited Uses</i>	
Adult regulated uses	Industrial facility (heavy or light)
Advertising signs and billboards	Kennel/pound
Agricultural uses (except for farmer's markets and private gardens)	Machinery and equipment sales
Archery/bow range	<u>Medical cannabis cultivation facility</u>
Automobile car wash	<u>Medical cannabis dispensing facility</u>
Automobile repair shops (including body work)	Model garage display and sales
Boarding/rooming house	Open storage
Building material sales	Other similar or compatible uses
Drive-in theaters	Plumbing, heating, and air conditioning
Drive-through establishments (accessory to restaurants, banks, pharmacies and all other uses)	Second hand stores, flea markets, pawn
Frozen food lockers	Tattoo parlor
Funeral homes, mortuaries, and cremation facilities	Truck depot/truck stop
Greenhouses, garden centers, and landscape nurseries	Vehicle rental
Gun dealer/shooting range	Warehouse and storage (including mini-
	Wireless communication facilities

Village of Tinley Park Medical Marijuana Zones



Legend

Medical Marijuana Cultivation Zones

Cultivation Allowed By State Law

 Yes

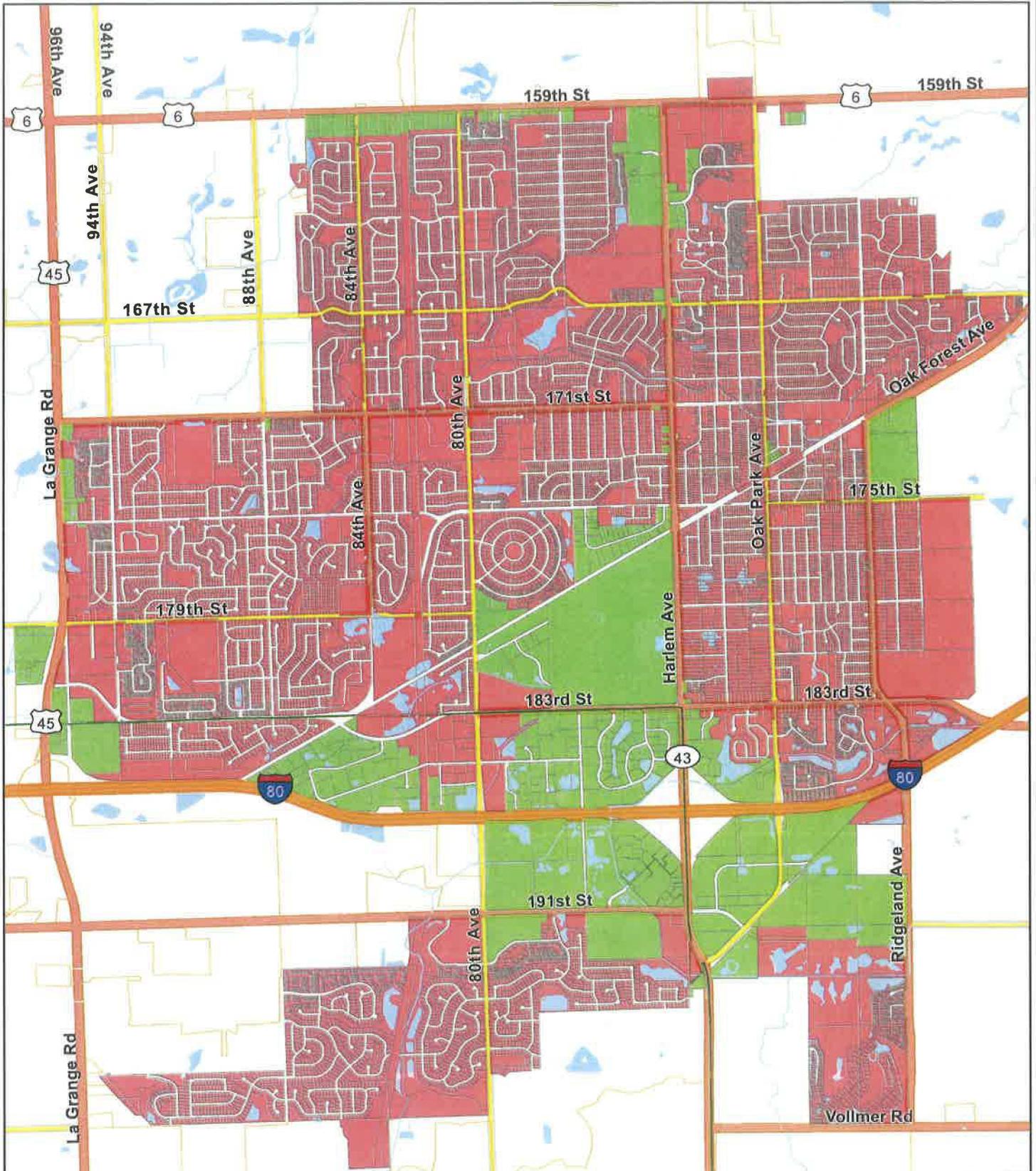
 No

Source: Illinois Compassionate Use of Medical Cannabis Pilot Program Act

N



Village of Tinley Park Medical Marijuana Zones



Legend

Medical Marijuana Dispensing Zones

Dispensing Allowed By State Law

 Yes

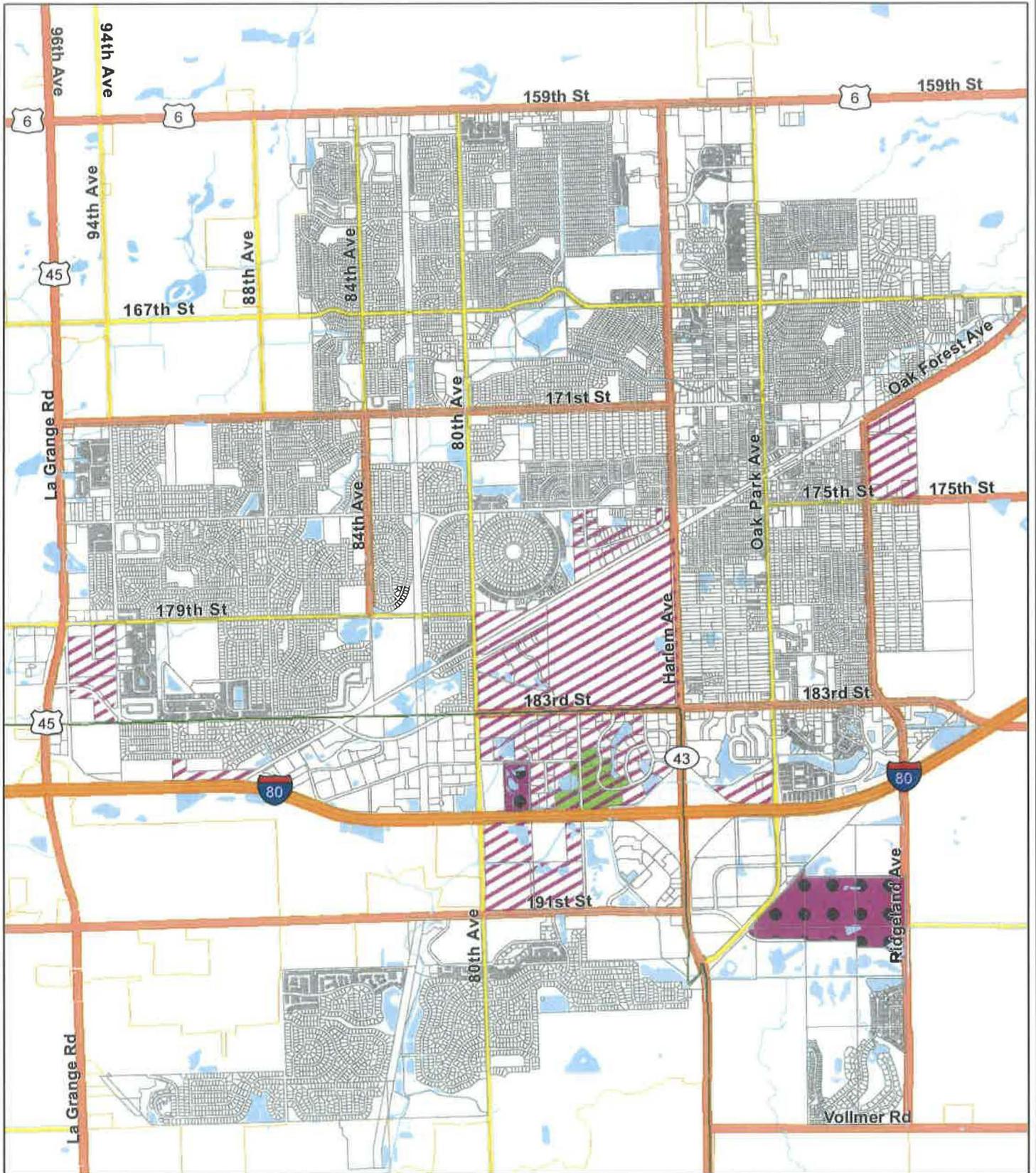
 No

Source: Illinois Compassionate Use of Medical Cannabis Pilot Program Act

N



Village of Tinley Park Medical Marijuana Zones



Legend

Medical Marijuana Cultivation Zones
Cultivation Allowed By State Law

- Yes
- No

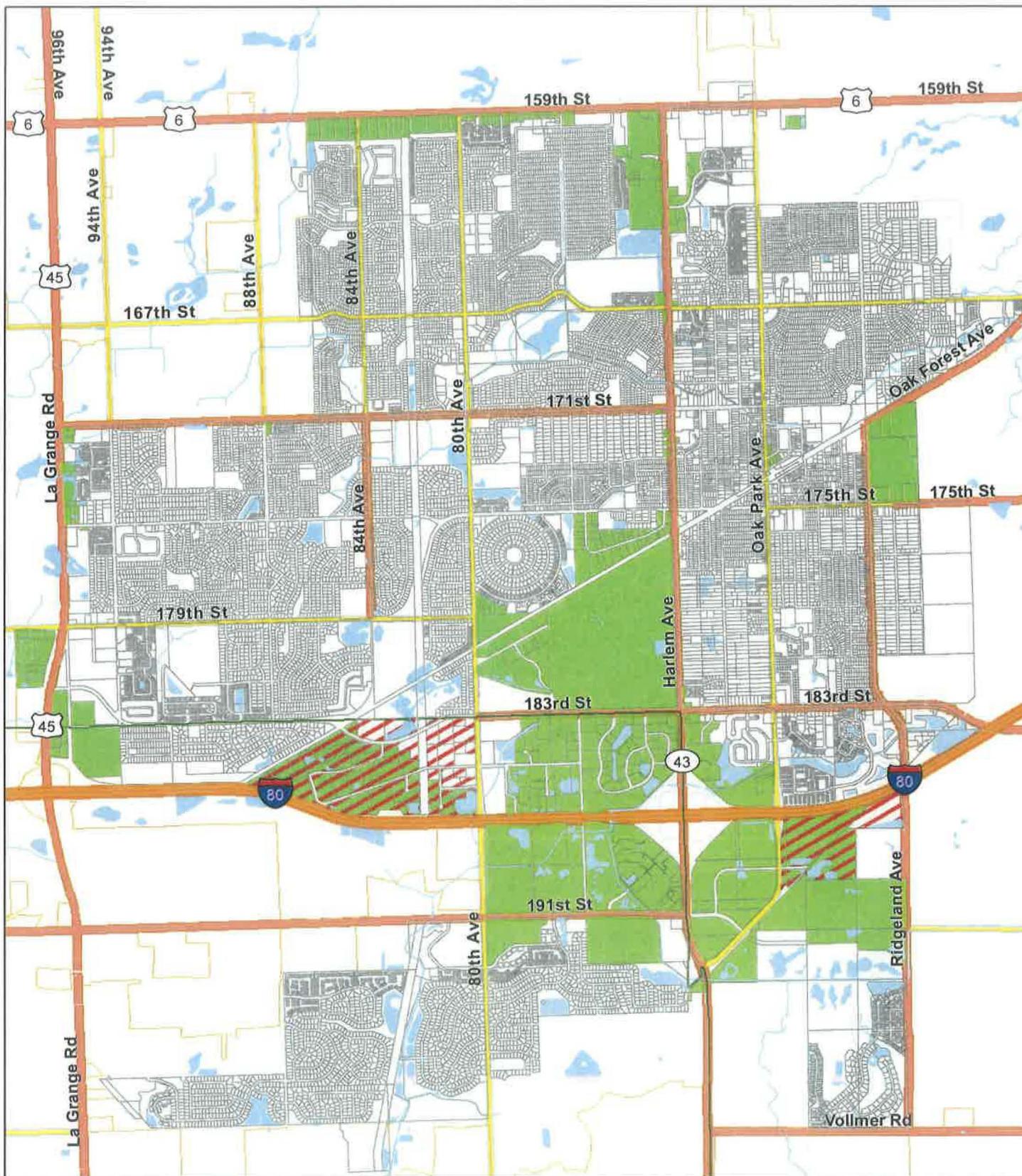
Source: Illinois Compassionate Use of Medical Cannabis Pilot Program Act

Zoning

- ORI
- ORI PD



Village of Tinley Park Medical Marijuana Zones



Legend

Medical Marijuana Dispensing Zones
Dispensing Allowed By State Law

-  Yes
-  No

Source: Illinois Compassionate Use of Medical Cannabis Pilot Program Act

Zoning

 M1 PD



**VILLAGE OF TINLEY PARK
APPLICATION FOR ZONING ORDINANCE VARIANCE**

The undersigned hereby Petitions the Village of Tinley Park Zoning Board of Appeals and/or Plan Commission to consider a Variation from the terms of the Zoning Ordinance as follows:

PETITIONER INFORMATION

Name: Patrick Sullivan

Mailing Address: 6502 W. 175th St.

City: Tinley Park State IL Zip 60477

Day Phone: 708-429-7108 Evening Phone: 708-429-7108

Cell Phone: 708-825-6369 Fax Number: _____

Email Address: ptsully80@yahoo.com

Nature of Petitioner's interest in the property and/or relationship to the owner:
(Applications received on behalf of the owner of record must be accompanied by a signed letter of authorization)

PROPERTY INFORMATION

Street Address: 6502 W. 175th St.

Owners: Patrick Sullivan

Amy Sullivan Revised: Per Staff recommendation,
Petitioner seeks to align fence with residence,
16'9" variation to place the fence 8'3" from the
property line. -SK

SPECIFIC TYPE OF VARIANCE REQUESTED (see examples below):

A 20 ft. variance to the front yard, set back on
the east side of the property, to allow for a
four foot tall decorative black aluminum
fence between our house and the driveway/garage
on our corner lot

Examples of Specific Type of Variance Requested:

This refers to the exact number of feet, the exact dimensions of a structure, exact height/type of fence. For example:

"A 15 foot Variance to the Front Yard Setback on the East side of the property to allow for a 6 foot tall cedar fence on this corner lot."

"A 180 square foot variance to the 720 square foot maximum allowable size of an accessory structure to allow for a 30 foot by 30 foot or 900 square foot garage on this residential property."

"A 10' Variance to the 10' maximum allowable height for a sign to allow for a 20' high monument sign on this commercial property."

REASON THAT THE VARIANCE IS NEEDED: (see examples below)

We would like to install a fence four feet toward the street from the Northeast corner of the house between our house and the driveway. We would then connect to the Southeast corner of the garage via a gate. This will allow our young children to play SAFELY while adding a bit of curb appeal to our home.

Examples of Reasons that the Variance is needed:

"We would like to extend our fence 15 feet toward the street from the front corner of the house so that we can enclose a pool, swingset, shed, landscaping, trees, side entrance, etc., and provide a safe area for our children to play"

"We would like to build an oversized garage on our property so that we may store our antique vehicle, snow mobiles, riding lawn mower, etc., inside, as well as our two other cars, which are currently parked in the driveway"

The Petitioner certifies that all of the above statements and other information submitted as part of this Application and Findings of Fact are true and correct to the best of his or her knowledge:

Signature Patrick Sullivan Date 03/24/2014
Printed Name Patrick Sullivan

OFFICE USE ONLY:

Current Zoning of Property _____ Present Use _____

Notes

FINDINGS OF FACT

ADDITIONAL INFORMATION TO BE PRESENTED TO SUPPORT A VARIATION REQUEST FROM THE TERMS OF THE VILLAGE OF TINLEY PARK ZONING ORDINANCE

Section X.G.1 of the Village of Tinley Park Zoning Ordinance requires that the Zoning Board of Appeals determine compliance with the following standards and criteria. In order for a variance to be approved, the Petitioner must respond to all the following questions with facts and information to support the requested Variation:

- A. Describe the difficulty that you have in conforming with the **current** zoning regulations and restrictions relating to your property, and describe how this hardship is not caused by any persons presently having an interest in the property. (Please note that a mere inconvenience is insufficient to grant a Variation). For example, does the shape or size of the lot, slope, or the neighboring surroundings cause a severe problem in completing the project in conformance with the applicable Ordinance requirement?

Dur home was originally built in 1928, before the 25 foot setback requirement was in effect. If we installed a fence at the current 25 ft. setback, the fence would be in the middle of our yard extending from the center of the house. Due to the location of our home (on the corner) and trying to create a SAFE place for our children to play, we are requesting this variance.

- B. Describe any difficulties or hardships that **current** zoning regulations and restrictions would have in decreasing your property value compared to neighboring properties.

Because of the position of our home on the lot, installing a fence at the current setback line would not make sense because it would be in the middle of our yard. Therefore the home's value could decrease due to the fact that a fence was not placed in a reasonable location.

- C. Describe how the above difficulty or hardship was created.

Hardship was created when the current zoning restrictions were implemented causing an unreasonable location to put up a fence.

FINDINGS OF FACT CONTINUED

- D. Describe the reasons this Variance request is unique to this property only and is not applicable, in general, to other properties within the same Zoning District:

Our home was built in 1928, so the home's setback location on the lot is different from other homes on our block that were built when zoning rules were in effect.

- E. Explain how this Variance **would not** be regarded as an attempt at financial gain, but only because of personal necessity. For example, the intent of the Variance is to accommodate related living for an elderly relative as opposed to adding an additional income source.

The intent of this variance is strictly to provide a SAFE place in our yard for our children to play.

- F. Describe how granting this Variance request will not be detrimental to the public welfare or injurious to other properties or improvements in the neighborhood in which the property is located: (Example: fencing will not obstruct view of automobile traffic).

The fence material and location would not obstruct any views, but would actually add curb appeal to our home and neighborhood.

- G. Explain how granting this Variance will not alter the essential character of the neighborhood or locality:

Installing the fence in the proposed location will not alter the essential character of the neighborhood because it is not a privacy fence, rather a decorative one that will be visually appealing.

FINDINGS OF FACT CONTINUED

H. Describe how the requested Variance will not:

1. Impair an adequate supply of light and air to adjacent properties.

The fence we are proposing to install is a decorative, non-privacy fence that will not impair any light or air supplies in any way.

2. Substantially increase the congestion of the public streets.

The fence will be installed within our property boundaries & will not increase congestion of public streets in any way.

3. Increase the danger of fire.

The fence will be made of aluminum & therefore, will not burn. Also there will be latching, (non-locking) gate installed for easy egress of the property in case of fire.

4. Impair natural drainage or create drainage problems on adjacent property:

Installation of the fence will not require any changes to the grading of the land & therefore will not create any drainage problems to our property or adjacent properties.

5. Endanger the public safety

The fence will be installed safely & correctly & will not endanger public safety in any way.

6. Substantially diminish or impair property values within the neighborhood:

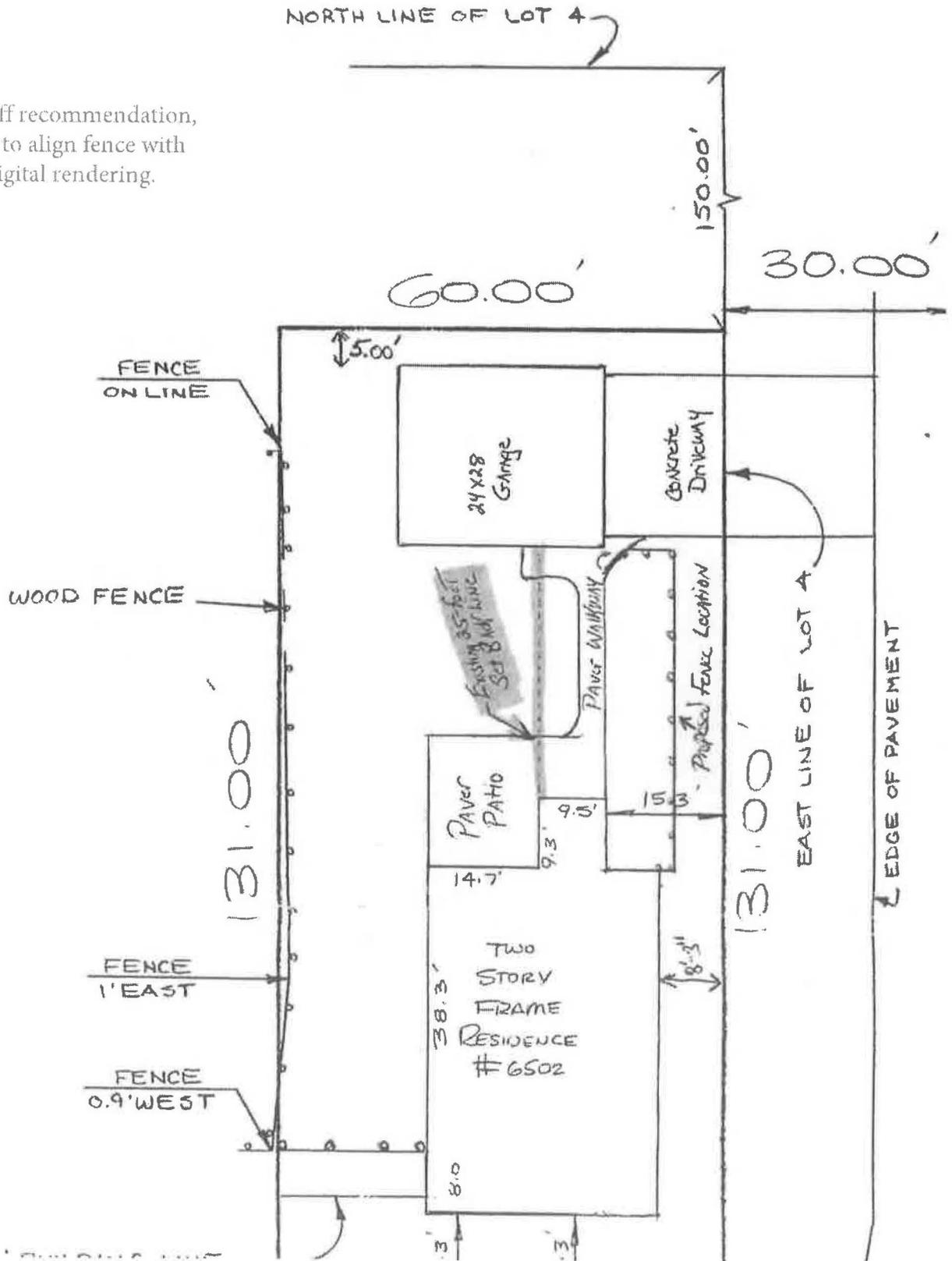
This fence is a decorative type seen in other areas of our neighborhood

PLAT OF SURVEY

OF

THE EAST 60 FEET (EXCEPT THE NORTH 150 FEET THEREOF) OF LOT 4 IN VOGT'S T1 BEING A SUBDIVISION OF PART OF THE EAST 70 ACRES OF THE SOUTHEAST QUARTER OF 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLI

Revised: Per Staff recommendation, Petitioner seeks to align fence with residence. See digital rendering.



Existing
Garage
(2011)

25' SETBACK LINE

PROPOSED FENCE

8'3"

6502

Existing
Residence

65TH AVENUE

175TH STREET

LEGAL NOTICE

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT the Zoning Board of Appeals of the Village of Tinley Park, Cook and Will Counties, Illinois, will conduct a Public Hearing beginning at the hour of **7:30 p.m. on Thursday, June 26, 2014** at the Village Hall in the Council Chamber, 16250 South Oak Park Avenue, Tinley Park, Illinois, to consider recommending that the Village Board grant a sixteen foot nine inch (16'9") variation to the required twenty-five foot (25') minimum front yard setback to allow for a eight foot three inch (8'3") setback on the east side of the property at 6502 W. 175th Street in the R-5, Low Density Single-Family Residential Zoning District and within Vogt's Subdivision.

THE EAST 60 FEET (EXCEPT THE NORTH 150 FEET THEREOF) OF LOT 4 IN VOGT'S TINLEY PARK ACRE LOTS, BEING A SUBDIVISION OF PART OF THE EAST 70 ACRES OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. (COMMONLY KNOWN AS: **6502 WEST 175TH STREET, TINLEY PARK, ILLINOIS; PATRICK SULLIVAN – PETITIONER**)

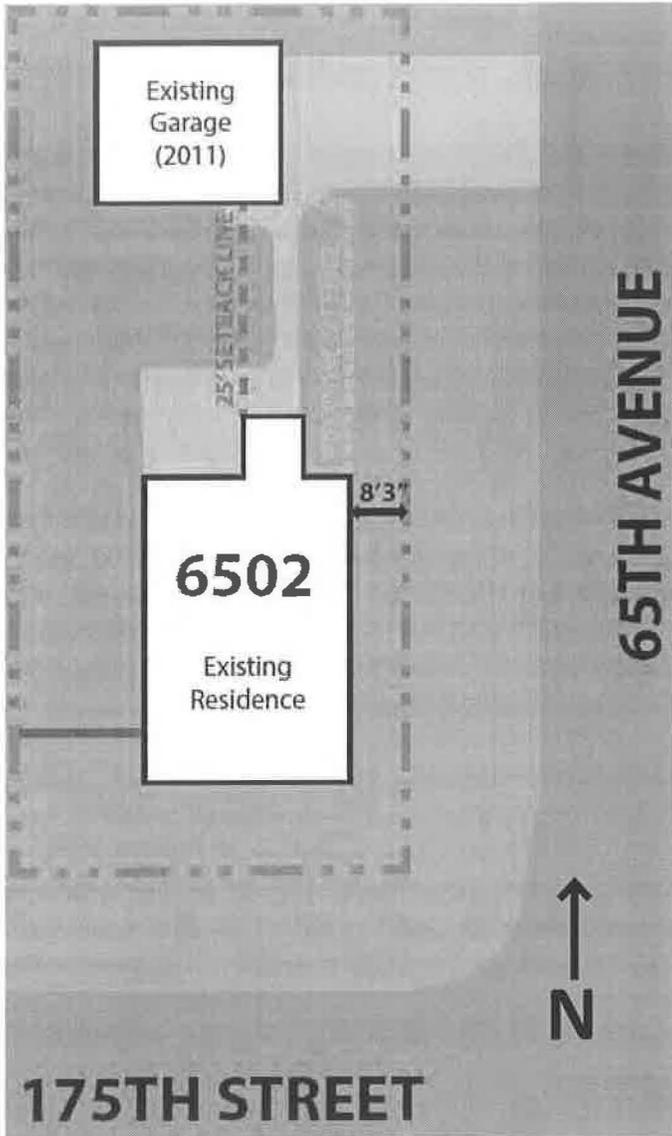
PARCEL IDENTIFICATION NUMBER:
28-30-421-012-0000

All persons interested may appear and be heard relative to the proposed variation. The Zoning Board of Appeals reserves the right to continue said meeting from time to time as may be required by the Illinois Open Meetings Act.

BY ORDER OF THE TINLEY PARK ZONING BOARD OF APPEALS, COOK AND WILL COUNTIES, ILLINOIS.

SAM CARDELLA, CHAIRMAN, ZONING BOARD OF APPEALS.

STAFF REPORT: 6502 175TH STREET (SULLIVAN)



Petitioner: Patrick Sullivan

Address: 6502 175th Street

Zoning: R-5

Subdivision: Vogt's Subdivision

Lot Area: 10,674 square feet (131' x 60')

Publication: Southtown Star (June 8, 2014)

Variation Request: A sixteen foot nine inch (16'9") variation to the required twenty-five foot (25') minimum front yard setback to allow for a eight foot three inch (8'3") setback on the east side of the property at 6502 W. 175th Street within the R-5, Low Density Single-Family Residential Zoning District and within Vogt's Subdivision.

Village Staff Comments

Planning Department Comments

The Planning Department recognizes that the property has a practical difficulty with the nonconforming lot on which the home was originally built. This lot does not meet current dimensional standards and a twenty-five foot (25') setback line lies almost halfway through the lot.

The Petitioner originally wanted to have the fence five feet (5') from the property line, accounting for a twenty foot (20') variation request. Staff has successfully encouraged the Petitioner to revise the variation request to have the fence align with the existing residential structure and then connect the fence with the corner of the garage, bringing the variation request to sixteen foot nine inches (16'9"). It should be noted that the garage (constructed in 2011) was built five feet (5') into the front yard setback without a variation.

Public Works/Engineering Comments

Engineering and Public Works have no comments on this fence installation as it does not appear to negatively impact drainage or any Village maintained infrastructure. Since it is aligned with the residential structure, no site distance issues will be created.

Building Department Comments

The Building Department has reviewed this variation request and offers no comments.

Police Department Comments

The Police Department has reviewed this variation request and offers no comments.

Fire Department Comments

The Fire Department has reviewed this variation request and offers no comments.

Questions To Ask The Petitioner

1. What will be the impact on neighboring properties? Will it alter the character of the neighborhood?
2. What is the hardship or practical difficulty in conforming to the existing Zoning Ordinance? Is it a hardship or a mere inconvenience? If there is a hardship, is it due to the owner or is it a unique circumstance?
3. Can the property yield a reasonable return if the variation is not granted?
4. Will the addition of the three season room impair an adequate supply of light or air to adjacent properties? Will it increase the danger of fire, impair drainage, or endanger public safety?
5. Would the conditions upon which the request is based be generally applicable to other properties in the subdivision or the Village, with similar zoning?
6. Is the purpose of the request based exclusively upon a desire to make money out of the property?
7. Would granting the request be detrimental to the public welfare or injurious to other property or improvements nearby?

Appropriate Motion

If the Zoning Board of Appeals wishes to make a motion, the following motion is in proper form:

“...make a motion to consider recommending that the Village Board grant the Petitioner a variation from Section V, Schedule II (Lot, Yard, and Bulk Regulations), based on the Findings of Fact provided by the Petitioner and discussed at this meeting, to allow a sixteen foot nine inch (16’9”) variation to the required twenty-five foot (25’) minimum front yard setback to allow for a eight foot three inch (8’3”) setback on the east side of the property at 6502 West 175th Street within the R-5, Low Density Single-Family Residential Zoning District and within Vogt’s Subdivision.”

ORDINANCE NO. 2014-O-015

**ORDINANCE AMENDING SECTION 131.25 OF
CHAPTER 131 OF TITLE XIII OF THE TINLEY PARK MUNICIPAL CODE –
RETAIL THEFT**

WHEREAS, the Village is a home rule municipality and as such has the authority to exercise any power or perform any function pertaining to its government and affairs; and

WHEREAS, the Corporate Authorities deem it to be in the best interest of the public to revise Chapter 131 of Title XIII of the Tinley Park Municipal Code as set forth below, so as to increase the maximum value of property for which the offense of retail theft can be prosecuted as an ordinance violation;

Now, Therefore, Be It Ordained by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, as follows:

Section 1: That Paragraph (5) of Section 131.25, Chapter 131, of Title XIII of the Tinley Park Municipal Code be and is hereby amended to read in its entirety as follows:

(5) The full retail value of the property in question under either division (B) (1), (2), (3), or (4) of this section is less than \$150.

Section 2: That the Village Clerk be and is hereby authorized and directed to publish this Ordinance in pamphlet form.

Section 3: That this Ordinance shall be in full force and effect from and after its adoption, approval and publication in pamphlet form as provided by law.

Section 4: That if any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance.

Section 5: That all ordinances or parts of ordinances in conflict herewith are, to the extent of such conflict, hereby repealed.

ADOPTED this ____ day of _____, 2014, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this ____ day of _____, 2014.

VILLAGE PRESIDENT

ATTEST:

VILLAGE CLERK

MEMORANDUM



To: Brian Maher, Public Safety Chairman

From: Steve Tilton, Assistant Village Manager

Date: June 13, 2014

Re: Fire Department Fleet Maintenance – Intergovernmental Agreement

Background

For the past several years, the Village of Tinley Park has entered into an intergovernmental agreement with the Village of Mokena for fleet maintenance of fire department vehicles. Prior to utilization of the intergovernmental agreement, the Village utilized a private company located in Elmhurst, IL. Utilization of the intergovernmental agreement allows for the Village to reduce mileage on the vehicles and staff time transporting the vehicles.

Agreement Terms

Highlights of the agreement include:

1. **Costs** - General labor rate of \$90.00/hour for maintenance services;
2. **Term** – One (1) year agreement with options to extend agreement for additional (1) year terms;
3. **Insurance** – Both the Village of Mokena and Tinley Park will maintain insurance coverage with minimum coverage amounts of \$1,000,000; and
4. **Termination** – Village of Tinley Park has the right to terminate the agreement with 15 days of advance notice.

Committee Discussion

1. Discuss Proposed Intergovernmental Agreement;
2. Direct Staff as Necessary.

RESOLUTION NO. 2014-R-023

RESOLUTION AUTHORIZING
AN INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN THE VILLAGE OF TINLEY PARK
AND THE VILLAGE OF MOKENA

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into an Intergovernmental Agreement with the Village of Mokena, a true and correct copy of such Intergovernmental Agreement being attached hereto and made a part hereof as EXHIBIT 1; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interests of said Village of Tinley Park that said Intergovernmental Agreement be entered into by the Village of Tinley Park, and but for the provision of the inducements therein the property would not be developed as provided therein;

NOW, THEREFORE, **Be It Resolved** by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, as follows:

Section 1: The Preambles hereto are hereby made a part of, and operative provisions of, this Resolution as fully as if completely repeated at length herein.

Section 2: That this President and Board of Trustees of the Village of Tinley Park hereby find that it is in the best interests of the Village of Tinley Park and its residents that the aforesaid "Intergovernmental Agreement" be entered into and executed by said Village of Tinley Park, with said Agreement to be substantially in the form attached hereto and made a part hereof as EXHIBIT 1.

Section 3: That the President and Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois are hereby authorized to execute for and on behalf of said Village of Tinley Park the aforesaid Intergovernmental Agreement.

Section 4: That this Resolution shall take effect from and after its adoption and approval.

ADOPTED this ___ day of _____, 20___, by the Corporate Authorities of the Village of Tinley

Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this ___ day of _____, 20___, by the President of the Village of Tinley Park.

Village President

ATTEST:

Village Clerk

EXHIBIT 1

INTERGOVERNMENTAL AGREEMENT

BY AND BETWEEN

THE VILLAGE OF TINLEY PARK

AND THE VILLAGE OF MOKENA

STATE OF ILLINOIS)
COUNTY OF COOK) SS.
COUNTY OF WILL)

CLERK'S CERTIFICATE

I, **PATRICK E. REA**, the duly appointed and qualified Village Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois, do hereby certify that attached hereto is a true and correct copy of the Resolution now on file in my office, entitled:

**RESOLUTION NO. 2014-R-023
A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BY AND
BETWEEN THE VILLAGE OF TINLEY PARK AND THE VILLAGE OF MOKENA**

which was passed by the Board of Trustees of the Village of Tinley Park at a regular meeting held on the ____ day of _____, 20____, at which meeting a quorum was present, and approved by the President of the Village of Tinley Park on the ____ day of _____, 20____.

I further certify that the vote on the question of the passage of the said Resolution by the Board of Trustees of the Village of Tinley Park was taken by the Ayes and Nays and recorded in the Journal of Proceedings of the Board of Trustees of the Village of Tinley Park, and that the result of said vote was as follows, to-wit:

AYES:

NAYS:

ABSENT:

I do further certify that the original Resolution, of which the attached is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Tinley Park, this ____ day of _____, 20____.

Village Clerk

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE MOKENA FIRE PROTECTION DISTRICT AND
THE TINLEY PARK FIRE DEPARTMENT
FOR FLEET MAINTENANCE AND REPAIR SERVICES**

THIS AGREEMENT is entered into this ____ day of _____, 2014, by and between the Tinley Park Fire Department, an Illinois Municipal Corporation, (hereinafter referred to as "Tinley Park") and the Mokena Fire Protection District, an Illinois Municipal Corporation, (hereinafter referred to as "Mokena").

WHEREAS, Tinley Park desires to obtain Fleet Maintenance and repair for Tinley Park's vehicles and equipment from Mokena; and

WHEREAS, Mokena desires to provide said maintenance and repair services to Tinley Park; and

WHEREAS, it is in the best interests of both Mokena and Tinley Park to enter into this Intergovernmental Agreement;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in the exercise of their powers and authority under the intergovernmental cooperation provisions of Article VII, Section 10 of the Illinois Constitution of 1970, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., and other applicable authority, the Parties do hereby agree as follows:

Section 1: Incorporation of Recitals

The foregoing recitals are hereby incorporated herein and made a part of this Agreement.

Section 2: Service Provided by Mokena

- a) Mokena will provide Maintenance and repair for Tinley Park Fleet Vehicles and Equipment. It is mutually understood that Mokena is not the sole provider of Services for Tinley Park.
- b) The standard general labor rate agreed to is set forth at \$90.00/ hour unless specific services are identified through menu pricing and included in this document. A minimum charge of \$22.50 / quarter hour will be charged for all unscheduled labor.
- c) The General Apparatus Maintenance Program will be per the attached "Mokena Fire Protection District Apparatus Maintenance Program" dated 4/1/14 marked as Exhibit A. Prices will be determined based upon the 2014 price sheet which is attached as Exhibit B.
- d) Unscheduled and Emergency Repairs, Daytime. Mokena makes no guarantee that emergency daytime services can be provided. Mokena does NOT have "Full-time Personnel" in place. Mokena recognizes the sensitive nature of the assets of Tinley Park and the importance of their services to our local communities. Mokena is committed to providing equally outstanding services to all of its customers. Mokena reserves the right

to prioritize, and or reprioritize, its daily workloads as situations dictate. In addition Mokena reserves the right to engage the services of private contractors to meet its obligations in keeping all fleet assets operational in a timely manner. Any service work extending beyond the normal work day and requiring overtime are performed at 1.25 times the general shop labor rate. Mokena reserves the right to utilize its service vehicle to perform services onsite at Tinley Park. These services are performed at the standard general labor rate.

- e) **Unscheduled and Emergency Repairs, Afterhours.** Mokena makes no guarantee that emergency after hour's services can be provided. Mokena does NOT have "On Call Personnel" in place to accommodate after hours services. Fleet personnel are permitted to respond on a case by case situation, but are not mandated to do so. Services provided in this nature are at 1.25 times the general labor rate, a minimum of two hours per call out will be billed. Mokena reserves the right to utilize its service vehicle to perform services onsite at Tinley Park.

Section 3: Waiver; Release; Indemnity

Tinley Park hereby waives, releases and holds harmless Mokena, its elected and appointed officers, officials, attorneys, and employees from, and agrees that Mokena shall not be liable for, any claim, injury, or loss, no matter how sustained, allegedly arising out of or related in any way to the provision of, the use of, the misuse of, or the disruption or failure of the Services pursuant to this Agreement, except only in the event of a willful and wanton conduct on the part of Mokena as determined by a court of law making a specific finding of fact.

Each party agrees to mutually indemnify, defend, and hold harmless the other party, its officers, agents and employees, for any and all third party claims, demands, damages, costs and expenses, including reasonable attorneys' fees, of any kind or nature whatsoever, resulting from bodily injury and physical injury to tangible property, caused by the negligent or willful act or omission by such indemnifying party's officers, agents, and employees in connection with, arising out of, or related to this Agreement.

Nothing in this Agreement prevents either Party from asserting any tort immunities or other legal defenses against lawsuits instituted by any nonparty against one or both parties to this Agreement.

Section 4: Insurance

Each party shall maintain insurance coverage with minimum limits of \$1 million which covers their respective obligations undertaken in this Agreement.

Section 5: Term

The term of this Agreement shall be for a period of one (1) year from the date of execution and may be renewed by either party for consecutive additional one (1) year terms upon written notice by either party received sixty (60) days prior to the expiration of the then current term.

However, either party shall have the right to terminate this Agreement upon 15 days written notice delivered by certified mail or in person to the other party.

Tinley Park shall be responsible for payment to Mokena for actual costs incurred through the proposed termination date. Said costs shall be calculated on a daily, prorated basis, based upon the terms cited in this Agreement.

Section 6: No Assignment

Neither Party shall assign this Agreement without the prior written consent of the other Party.

Section 7: Amendments; Waivers

This Agreement and the rights created by this Agreement may not be amended, modified, or waived in any respect except by written agreement expressly referring to this Agreement and duly and validly authorized, executed, and delivered by the Parties.

Section 8: Relationship of the Parties

Mokena shall act as an independent contractor with respect to the provision of the Services pursuant to this Agreement. Nothing in this Agreement is intended, or shall be construed or applied, to create the relationship of principal and agent, partners, or joint ventures between Mokena and Tinley Park.

Section 9: Default

If a Party to this Agreement breaches or is in default of any of the provisions of this Agreement, and the non-breaching Party files suit as a result thereof, the non-breaching Party shall be entitled to recover all reasonable costs of filing suit, including reasonable attorney fees.

Section 10: Governing Law.

The parties agree that because this Agreement is to be performed in Illinois, the State of Illinois shall govern their relation in the interpretation of this Agreement, the State in which the Agreement has deemed to have been executed and delivered.

Section 11: Severability.

The purpose of this Agreement are severable if any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held to be contrary to law or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of this Agreement. However, upon the occurrence of such event, either party may terminate this Agreement forthwith, upon the delivery of written notice of termination of the other party.

Section 12: Construction.

It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements in negotiations between the parties relating to the subject matter hereof.

Section 13: Notices.

All notices permitted regarding this Agreement shall be transmitted only by personal delivery or by First Class, Certified, or Registered United States mail to the following persons at the addresses stated:

To Mokena:

Chief Howard Stephens
Mokena Fire Protection District
19853 Wolf Road
Mokena, IL 60448

To Tinley Park:

Chief Kenneth Dunn
Tinley Park Fire Department
6825 W. 173rd Place
Tinley Park, IL 60477

Section 14: Authorized Representatives

The officers of Tinley Park executing this Agreement warrant that they have been lawfully authorized to execute this Agreement on behalf of Tinley Park. The officers of Mokena hereby warrant that they have been lawfully authorized to execute this Agreement on behalf of Mokena.

Section 15: Entire Agreement

It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements in negotiations between the parties relating to the subject matter hereof.

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

MOKENA FIRE PROTECTION DISTRICT

VILLAGE OF TINLEY PARK

President, Board of Trustees

Preseident

Secretary, Board of Trustees

Secretary

EXHIBIT A

Mokena Fire Protection District Apparatus Maintenance Program 4-1-14

- Emergency Vehicle Technician (EVT) mechanics are full-time firefighters with the District.
- The MFPD maintenance coordinator will schedule an appointment for apparatus maintenance with a department representative for a time that is convenient for both agencies.
- Basic Preventive Maintenance includes: engine oil and filter change, fuel filter change, chassis and driveline lubrication, set tire pressures, top off all fluids, and apparatus inspection.
- Apparatus inspection process is based on NFPA 1911 Standard for Inspection, Maintenance, Testing and Retirement of In-Service Automotive Fire Apparatus.
- For basic prevention maintenance, an ambulance will be in shop for approximately 2- 3 hours, while an engine or truck will be approximately 4 -5 hours.
- Optional in-depth brake and front-end inspection conducted by Chandler Services. Chandler Services pulls tires and checks brakes & seals and provide written documentation on brake wear. This can be schedule to be done at same day as preventive maintenance.
- Maintenance is scheduled during mechanics off duty time. When performing maintenance, mechanics do not leave for calls or other duties.
- If a major mechanical issue was discovered during preventive maintenance, the department designee would be contacted and informed of the problem.
- Maintenance records such as fluid and filter type for each apparatus would be kept. The invoice issued would include all work completed, fluids and parts used including a copy of the inspection report.

EXHIBIT B

2014 SERVICE PRICE SHEET

Quick Lube Estimated Costs	Ambulance	Engine/ Squad	Truck
Fuel filter	\$ 48.00	\$ 12.78	\$ 12.78
Oil filter	\$ 40.00	\$ 35.32	\$ 35.32
Oil	\$ 81.00	\$ 116.40	\$ 116.40
Chassis & Driveline Lubrication	\$ 5.00	\$ 5.00	\$ 5.00
Shop Supplies (5% labor, cap)	\$ 6.75	\$ 9.00	\$ 13.50
Estimated Labor (\$90/ hour) +/- time dependant on situation found	\$ 180.00	\$ 270.00	\$ 360.00
Total Cost	\$ 360.75	\$ 448.50	\$ 543.00

**Optional Services Below
Billed at a time and material cost**

Pump Oil \$350 and up \$350 and up
 ** price dependent on quart capacity

Transmission
 Transmission Filter & Check Service
 Transmission Drain, Filter & Check Service

Brakes & Front End
 Brake/Front End Inspection

Additional Services
 Air Filters
 Breathers
 Wipers
 Batteries

MEMORANDUM



**To: Mayor Ed Zabrocki
Village Clerk Patrick Rea
Village Board Members**

From: Steve Tilton, Assistant Village Manager

Date: May 30, 2014

Re: Ambulance Service RFP

History

As you are aware, the Village's current ambulance agreement expires on July 31, 2014. Earlier this year, the Village issued a Request for Proposal (RFP) for ambulance services. RFP's were due to the Village on April 25, 2014 and the Village received two (2) responses to the RFP. The two (2) companies that provided responses were Trace Ambulance and Kurtz Paramedic Services. A third company had intended to submit a proposal, but did not meet the RFP due date and time. As such, their bid was not allowed for consideration.

Both the Village's current contract with Trace Ambulance and the RFP call for the ambulance service company to provide two paramedics per ambulance. The paramedic certification is the higher of the two Emergency Medical Technician (EMT) designations.

EMT-B (Basic) – EMT-B, or typically referred to as “EMT’s” is the first level of certification.

EMT- P (Paramedic) – EMT-P, or typically referred to as “Paramedics”, require additional training and certifications above what is required to be certified as an EMT-B.

Firefighter – Several communications will contract with companies that provide dual EMT/Paramedic and Firefighter personnel. However, as firefighter services are handled by the Tinley Park Fire Department, neither the current contract with Trace Ambulance or the RFP required the ambulance company to provide personnel with firefighter certification, in addition to the paramedic requirements.

RFP Review

Staff has completed its review of the RFP responses and has determined that Kurtz Ambulance Service has provided the Village with the lowest proposal costs for both program/service options discussed in the RFP.

- 1) **Base Proposal** – Under the base proposal, the bidder would provide the Village will all necessary personnel and equipment to provide ambulance services and the bidder would retain all billing rights for services rendered. Under this proposal the Village also has the option of selecting four (4) or five (5) ambulances to service the community.
- 2) **Alternate Proposal** - Under the alternate proposal, the bidder would still provide the Village with all necessary personnel and equipment to provide ambulance services. However, under this proposal, the Village would retain the billing rights for services rendered (sans a collection fee provided by a third party billing company). Under the alternate proposal, the Village would also have the option of selecting four (4) or five (5) ambulances to service the community.

Based on Trace Ambulance's prior work history with the Village and reference checks performed on Kurtz Ambulance, staff believes that both companies are capable of providing the Village with quality service.

Pricing Comparison

Attachment #1 to this memorandum is the cost proposal sheet from Kurtz Ambulance Service. Attachment #2 is the cost proposal sheet from Trace Ambulance. A summary of the four (4) year costs of each type of program (Base & Alternate proposal) is shown below.

Base Proposal	<u>Four Ambulances</u>	<u>Optional Fifth Ambulance</u>	<u>Total</u>
Trace	\$3,370,744	\$1,200,000	\$4,570,744
Kurtz	\$2,513,517.77	\$1,245,014	\$3,758,531.77
Difference	\$857,226.23	\$(45,014)	\$812,212.23
Alternate Proposal	<u>Four Ambulances</u>	<u>Optional Fifth Ambulance</u>	<u>Total</u>
Trace	\$9,726,933	\$1,623,748	\$11,350,681
Kurtz	\$8,829,816	\$1,245,014	\$10,074,830
Difference	\$897,117	\$378,734	\$1,275,851

It should be noted that Kurtz Ambulance also submitted additional options for the Village to consider that would further reduce the Base Proposal cost to the Village. These additional options are shown on attachment #3. Staff has reviewed the options available and would be supportive of options "A", "C" and "E". Utilization of options "A" and "C" are associated with fixed costs and would reduce the Village's base proposal cost by \$87,000 per year of the contract or a total contract reduction of \$348,000. Attachment #4 gives a more detailed breakdown of how the revenue sharing model shown in option "E" may be utilized by the Village. While the final dollar amount would be based on the total revenue collected by Kurtz Ambulance during any given contract year, option "E" has the potential to save the Village up to approximately \$250,000 off the base proposal cost per year.

Potential First Year Kurtz Base Proposal Costs

Base Fee	\$554,411
Option "A" Reduction	\$(24,000)
Option "B" Reduction	\$(63,000)
Option "E" Reduction	\$(133,139.50)*
TOTAL	\$334,271.50

*Option "E" Reduction is an ESTIMATE based on 50% of Kurtz estimates provided in attachment #4

Staff estimates that the first year costs under the **alternate** proposal will cost the Village between \$317,039 and \$644,734 based on the revenue estimates contained in attachment #4.

Village Payments to Kurtz	\$2,118,718
Revenue Received	\$1,473,984 (1,535,400 less the 4% collection fee)
Total	\$644,734

Village Payments to Kurtz	\$2,118,718
Revenue Received	\$1,801,679 (1,876,249 less the 4% collection fee)
Total	\$317,039

Staff Recommendation

Based on the review of the RFPs, staff is recommending the Village engage in further contract negotiations with Kurtz Ambulance Service. Staff would provide a final contract recommendation to the Village Board upon completion of those negotiations.

Committee Discussion

- 1) Discuss Ambulance Service RFP and Program/Service Options; and
- 2) Direct Staff as Necessary.

Attachment
#1

EXHIBIT G

Proposal Financials

Provider Name: Kurtz Paramedic Service, Inc.

Address: P.O. Box 129, New Lenox, IL 60451

Cost of Base Proposal:

- Provider supplies four ALS ambulances staffed with two paramedics within the Village of Tinley Park
- Provider initiates all EMS billing and retains fees collected for services
- Provide the additional cost of supplying a fifth ambulance between the hours of 06:00 and 00:00.

Year	Total cost to provide four staffed ALS ambulances	Additional cost of fifth ambulance from 06:00-00:00	Total w/ 5th Ambulance
1	\$554,411.00	\$297,668.00	852,079.00
2	\$615,715.50	\$305,291.00	921,006.50
3	\$653,354.74	\$315,943.00	969,297.74
4	\$690,036.53	\$326,112.00	1,016,148.53
Grand Total Cost	\$2,513,517.77	\$1,245,014.00	3,758,531.77

Cost of Alternate #1:

- Provider supplies four ALS ambulance staffed with two paramedics within the Village of Tinley Park
- Provider initiates all EMS billing and collections are remitted to the Village
- Provider submits monthly invoice to the Village for services provided.

Year	Total cost to provide four staffed ALS ambulances	Percentage of Each Collection Retained by Provider
1	\$2,118,718.00	4%
2	\$2,173,233.00	4%
3	\$2,243,235.00	4%
4	\$2,294,630.00	4%

6,829,816

Cost of Alternate #2:

- Provide a fifth ambulance from 06:00 to 00:00 using the pretense that the provider initiates all EMS billing and collections are remitted to the Village.

Year	Cost of fifth ambulance from 06:00-00:00	Percentage of Each Collection Retained by Provider	Total w/ 5th Ambulance
1	\$297,668.00	4%	2,416,386
2	\$305,291.00	4%	2,418,524
3	\$315,943.00	4%	2,559,178
4	\$326,112.00	4%	2,620,742

1,245,014

Total

10,074,830

Attachment #2

EXHIBIT G

Proposal Financials

Provider Name: Trace Ambulance, Inc.

Address: 8400 West 183rd Place State, Zip Code: Tinley Park, IL 60487

Cost of Base Proposal:

- Provider supplies four ALS ambulances staffed with two paramedics within the Village of Tinley Park.
- Provider initiates all EMS billing and retains fees collected for services
- Provide the additional cost of supplying a fifth ambulance between the hours of 06:00 and 00:00.

Year	Total cost to provide four staffed ALS ambulances	Additional cost of fifth ambulance from 06:00 – 00:00	Total if 5th Ambulance Used
1	\$ 805,699	\$ 300,000	1,105,699
2	\$ 829,870	\$ 300,000	1,129,870
3	\$ 854,766	\$ 300,000	1,154,766
4	\$ 880,409	\$ 300,000	1,180,409
Grand Total Cost	\$ 3,370,744	\$ 1,200,000	4,570,744

Cost of Alternate #1:

- Provider supplies four ALS ambulances staffed with two paramedics within the Village of Tinley Park.
- Provider initiates all EMS billing and collections are remitted to the Village.
- Provider submits monthly invoice to the village for services provided.

Year	Total cost to provide four staffed ALS ambulances	Percentage of Each Collection Retained by Provider	Total if 5th Ambulance Used
1	\$ 2,325,000	5%	2,130,937
2	\$ 2,394,750	5%	2,280,687
3	\$ 2,466,593	5%	2,342,530
4	\$ 2,540,590	5%	2,414,527

Cost of Alternate #2

- Provide a fifth ambulance from 06:00 to 00:00 using the pretense that the provider initiates all EMS billing and collections are remitted to the Village.

Year	Cost of fifth ambulance from 06:00 – 00:00	Percentage of Each Collection Retained by Provider
1	\$ 405,937	5%
2	\$ 405,937	5%
3	\$ 405,937	5%
4	\$ 405,937	5%

1,623,748

Total 11,350,681

Attachment
#3

ENHANCED OPTIONS TO BASE PROPOSAL EXHIBIT H

To include the overall cost to the Village of Tinley Park and enhance the Base Proposal, See Options Below:

For Example, Year #1	Subsidy		\$546,218.00
OPTION: A	If Kurtz was allowed to utilize our current "quarters" located at 159th & Harlem Ave, slightly outside the Village limits, to house our reserve ambulance and provide an area for the Account Manager to perform his/her work duties.	Reduction	-\$24,000.00
OPTION: B	The Village of Tinley Park were to allow us to waive the Surety Bond	Reduction	-\$16,000.00
OPTION: C	Kurtz would select one of the Lead Paramedics in a dual role as Contract Coordinator and Kurtz Top Management to perform the duties of Account Manager, referring all issues to Mr. Vana, Ms. Hermes, or Mr. Matteson when required	Reduction	-\$63,000.00
OPTION: D	The Village of Tinley Park would allow their 911 Dispatch Center to dispatch all EMS calls, Kurtz would provide the training and certification of EMD to their current dispatchers	Reduction	-\$196,000.00
	Total Savings to Village		-\$298,000.00
	TOTAL SUBSIDY		\$248,218.00
OPTION: E	- See attached DETAILED BILLING PROJECTIONS UTILIZING CURRENT FIGURES FROM ORLAND PARK Kurtz projections of 3675 transports x \$510.88 collected per ticket would further result in a net reduction		-\$266,279.00
	TOTAL PROFIT FOR THE VILLAGE OF TINLEY PARK		\$14,949.00

Detailed Billing Projections

Please Note:

Without knowing the exact number of transports and refusals, it is necessary to estimate conservatively. Tinley Park collections assumes 5,250 calls with approximately 30% of these calls resulting in a refusal of transport.

5,250 calls - 1,838 anticipated refusals = 3,412 billable transports annually

3,412 transports X \$450 (average net collection per transport) = \$1,535,400.00

We are projecting a 1.5% increase in net collections annually. All revenue received above \$1,535,400.00 would be returned to the Village of Tinley Park less a 4% billing fee.

For Example, if we collected an equal amount to Orland Park (see Orland Park FPD Exhibit) of \$510.68 per transport and reduced non-transport responses to 30% the net result would be:

3,675 transports X \$510.68 = \$1,876,249.00

This would result in a net less the 4% billing fee (\$75,070.00) of \$1,801,679.00

Resulting In a Year 1, subsidy reduction of \$266,279.00

Proposed Subsidy	\$554,411.00
Net Reduction	\$266,279.00
Resulting New Subsidy	\$288,132.00

Attachment
#4

DRAFT



MEMORANDUM

**To: Mayor Ed Zabrocki
Village Clerk Patrick Rea
Village Board**

From: Steve Tilton, Assistant Village Manager

**Cc: Mike Mertens, Interim Village Manager
Patrick Carr, EMA Director**

Date: May 30, 2014

Re: Ambulance Follow Up Questions

Question 1 – Provide a listing of the communities Kurtz Paramedic Services has contracts with?

Answer: Attachment A to this memo is a listing of the current local government/fire protection districts that Kurtz Paramedic Services has contracts with. Also provided is a listing of the industrial clients serviced by Kurtz.

Trace Ambulance has indicated to the Village that Tinley Park is the only municipal client that Trace has a service contract with. However, Trace also indicated to the Village that they service over 100 nursing homes and provide services to 25 hospitals in the Chicagoland area.

Question 2 – What is the population of each community that Kurtz Provides Services for?

Answer: Included in the information contained in Attachment A is population for the local government/fire protection district clients of Kurtz.

Question 3 – What is the cost for each contract that Kurtz has with its clients?

Answer: Also included in Attachment A is the value of each contract. Kurtz has requested that the Village keep this contract cost information confidential.

Question 4 – What, if any differences are there between the current contract and the proposed ambulance contract?

Answer: The Request for Proposal (RFP) that was issued for ambulance service was based on the current service levels (personnel, equipment, etc.) in the Village's current agreement. Two potential changes from the current service levels include:

Number of Ambulances – For the past several years, and under the current agreement, four (4) ambulances are required to service the community. As part of the RFP response, bidders were required to provide costs associated with four (4) or five (5) ambulances servicing the community. It will be at the Village Board’s discretion if the addition of the fifth ambulance is selected.

GPS Units – The RFP stated that, at the Village’s discretion, GPS units could be required to be installed in the ambulances that service the community. Trace ambulance does not currently have GPS units in their ambulances that service Tinley Park. Kurtz Ambulance has indicated to the Village that all of their ambulances (including those that would service Tinley Park) are equipped with GPS units.

Question 5 – What are the response times for the communities that are serviced by Kurtz Ambulance?

Answer: As is shown in Attachment A, Kurtz provides varies levels of service to the communities they service. These services vary in terms of the type of personnel, equipment and/or dispatching services provided the community. Three (3) of the communities serviced by Kurtz that are most comparable to Tinley Park include the New Lenox Fire Protection District, Morris Fire Protection District and Troy Fire Protection District. These organizations 2013/2014 average response times are as follows:

Organization	Average Response Time (Minutes)
New Lenox Fire Protection District	4:28 average response time
Morris Fire Protection District	5:23 average response time
Troy Fire Protection District	5:01 average response time

Trace Ambulance’s 2013/2014 average response time for Tinley Park was 4:10.

Memorandum



TO: Thomas Staunton, Public Works Committee Chairman
Dale Schepers, Public Works Director

From: Thomas Kopanski, Water & Sewer Superintendent

Date: 3 June 2014

Subject: Recommend Contract Award: 70th Court Water Main Replacement

Presented for 17 June 2014, Public Works Committee discussion and possible action:

Description: The scope of work is to replace the existing water main, since it has had numerous failures during its current service life; this main is a 6" and the scope of work is to upsize to 8".

This project was advertised in accordance with state bidding laws and received five sealed bids. Bids were opened and read publicly on Thursday, 22 May, 2014, at 10:01 PM by the Deputy Village Clerk, with the Water & Sewer Superintendent present and received as follows:

Contractor	As Read Bid	As Calculated
Olthoff, Inc., Chicago Heights, IL	\$251,929.33	
Riccio Construction, Palos Park, IL	\$298,381.00	
M & J Underground, Monee, IL	\$305,784.00	\$305,785.17
Airy's, Inc., Tinley Park, IL	\$327,619.00	
Len Cox & Sons, Crest Hill, IL	\$348,084.00	\$348,984.00
<i>Engineer's Estimate</i>	<i>\$358,290.00</i>	

Budget / Finance: Funds are budgeted and available in the Capital Improvements Fund

Budget Amount:	\$400,000.00
Contract Amount:	<u>\$298,381.00</u>
Difference	\$101,619.00

Recommendation:

- The original low bidder, Olthoff, Inc., requested to withdraw their bid; the Village Board consented. The next lowest responsible bidder is Riccio Construction, of Palos Park. Staff recommends awarding the above contract to Riccio Construction, in the amount of \$298,381.00.

Staff Direction Request:

1. Approve a contract with Riccio Construction, in the amount of \$298,381.00.
2. Direct staff as necessary.

Memorandum



TO: Thomas Staunton, Public Works Committee Chairman
Dale Schepers, Public Works Director

From: Thomas Kopanski, Water & Sewer Superintendent

Date: 3 June 2014

Subject: Recommend Contract Award: 164th Place Water Main Replacement

Presented for 17 June 2014, Public Works Committee discussion and possible action:

Description: The scope of work is to replace the existing water main, since it has had numerous failures during its current service life; this main is a 6" and the scope of work is to upsize to 8".

This project was advertised in accordance with state bidding laws and received five sealed bids. Bids were opened and read publicly on Thursday, 22 May, 2014, at 10:01 PM by the Deputy Village Clerk, with the Water & Sewer Superintendent present and received as follows:

Contractor	As Read Bid	As Calculated
Olthoff, Inc., Chicago Heights, IL	\$232,116.06	
Airy's, Inc., Tinley Park, IL	\$271,704.00	\$271,677.00
Riccio Construction, Palos Park, IL	\$274,800.00	
M & J Underground, Monee, IL	\$284,528.00	
Len Cox & Sons, Crest Hill, IL	\$302,573.00	
<i>Engineer's Estimate</i>	<i>\$293,160.00</i>	

Budget / Finance: Funds are budgeted and available in the Capital Improvements Fund

Budget Amount:	\$350,000.00
Contract Amount:	<u>\$271,677.00</u>
Difference	\$78,323.00

Recommendation:

- The original low bidder, Olthoff, Inc., requested to withdraw their bid; the Village Board consented. The next lowest responsible bidder is Airy's, Inc., of Tinley Park. Staff recommends awarding the above contract to Airy's, Inc., in the amount of \$271,677.00.

Staff Direction Request:

1. Approve a contract with Airy's, Inc., in the amount of \$271,677.00.
2. Direct staff as necessary.

Memorandum



TO: Thomas Staunton, Public Works Committee Chairman
Dale Schepers, Public Works Director

From: Thomas Kopanski, Water & Sewer Superintendent

Date: 3 June 2014

Subject: Recommend Contract Award: Ottawa Avenue Water Main Replacement

Presented for 17 June 2014, Public Works Committee discussion and possible action:

Description: The scope of work is to replace the existing water main, since it has had numerous failures during its current service life; this main is a 6" and the scope of work is to upsize to 8".

This project was advertised in accordance with state bidding laws and received five sealed bids. Bids were opened and read publicly on Thursday, 22 May, 2014, at 10:01 PM by the Deputy Village Clerk, with the Water & Sewer Superintendent present and received as follows:

Contractor	As Read Bid	As Calculated
Olthoff, Inc., Schererville, IN	\$228,506.73	
Airy's, Inc., Tinley Park, IL	\$283,985.00	
Len Cox & Sons, Crest Hill, IL	\$287,646.00	
M & J Underground, Monee, IL	\$297,841.00	
Riccio Construction, Palos Park, IL	\$300,912.00	
<i>Engineer's Estimate</i>	<i>\$306,988.00</i>	

Budget / Finance: Funds are budgeted and available in the Capital Improvements Fund

Budget Amount:	\$400,000.00
Contract Amount:	<u>\$283,985.00</u>
Difference	\$116,015.00

Recommendation:

- The original low bidder, Olthoff, Inc., requested to withdraw their bid; the Village Board consented. The next lowest responsible bidder is Airy's, Inc. of Tinley Park. Staff recommends awarding the above contract to Airy's, Inc., in the amount of \$283,985.00.

Staff Direction Request:

1. Approve a contract with Airy's, Inc., in the amount of \$283,985.00.
2. Direct staff as necessary.



Interoffice **Memorandum**

[Click here and type department]

Date: June 12, 2014
To: Mayor Zabrocki, Trustees and Clerk Rea
From: David Niemeyer, Village Manager
Re: Oak Lawn Water Agreement Modifications

In December, 2013 the Village Board approved Ordinance 2013-O-055, an ordinance approving a long term water sale, purchase and service agreement with the Village of Oak Lawn and other municipalities. Oak Lawn has asked for some minor modifications to the water agreement. The area managers met last week to review them and are ready to recommend them to our respective boards.

Chapman and Cutler and Village Attorney Tom Melody have reviewed the proposed changes. The attorneys have found the changes acceptable. Oak Lawn is giving more time to the Southeast Customer agreements and the North Customer agreements to be approved. The date is December 31, 2014.

Since we are changing the deadline for the North and Southwest water agreement, we wanted to extend the deadline for the Southeast customer approval in order to give them ample time to understand the water agreement and make a decision. Given the delay in the North group approval, we wanted to allot enough time for their consideration.

Whether or not the Southeast customers sign their water agreement has no bearing on the effective date of our water agreement. The December 31, 2014 deadline for the Southeast customers is significant because if they fail to meet that deadline and want to join later, the southeast customers will be treated as future water customers.

The December 31, 2014 was chosen for the sake of simplicity and flexibility.

The revised Exhibit H addresses the error CDM discovered in February, which relates to the quality of the transmission main for Olympia Fields. The correction adds transmission main maintenance area costs to Olympia Fields and lessens the cost for all other Customers accordingly. This is likely insignificant since our current share of the water main transmission costs are minimal.

I have attached a summary of the original agreement highlights I believe the elected officials received last year.





Interoffice **Memorandum**

[Click here and type department]

Date: June 12, 2014
To: Mayor Zabrocki, Trustees and Clerk Rea
From: David Niemeyer, Village Manager
Re: Oak Lawn Water Agreement Modifications

In December, 2013 the Village Board approved Ordinance 2013-O-055, an ordinance approving a long term water sale, purchase and service agreement with the Village of Oak Lawn and other municipalities. Oak Lawn has asked for some minor modifications to the water agreement. The area managers met last week to review them and are ready to recommend them to our respective boards.

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I have attached a summary of the original agreement highlights I believe the elected officials received last year.





412 S. Prindle Avenue
Arlington Heights, IL 60004
www.wrblc.com

Phone: 847-398-8399
Fax: 847-394-4456
E-mail: bill@wrblc.com

TO: Village Presidents and Mayors
FROM: William Balling
SUBJECT: Key Elements and Principles of the Oak Lawn and Southwest Customer Agreement
Date: August 12, 2013

As you are aware, since 2009 our five municipalities, the Villages of Orland Park, Tinley Park, Mokena, New Lenox, and the City of Oak Forest have worked cooperatively with the Village of Oak Lawn and its advisors to define an enhanced regional water system which will provide a safe and reliable source of Lake Michigan water to meet the needs of our residents and businesses for the next 40 to 60 years. We then sought to translate the service, financial, and operational requirements for such a system to an equitable contractual guarantee that the performance and reliability of a modified and enhanced regional water system can be achieved. The process began with a due diligence review of the 2008 Oak Lawn Water System Master Plan and moved to the development of the water Agreement. This has been an organized process and incorporating legal, engineering, management, and financial advisors working with our Managers and Administrators, Finance Directors, and Public Works Directors. Of course the Mayors and Presidents met regularly to receive progress reports and to provide policy guidance in our review process. During our discussion and multiple joint meetings Oak Lawn was cooperative and provided information necessary for our analysis. This memorandum summarizes our progress to date.

The **Regional Water System Water Sale, Purchase, and Service Agreement between the Village of Oak Lawn, Illinois and Certain of its Municipal Customers** represents a comprehensive restructuring of the business terms and conditions between Oak Lawn and its Municipal customers to provide for a significant upgrading of the Regional Water System. The proposed system is broadly based on the 2008 Oak Lawn Water System Master Plan, but through negotiations we successfully obtained modifications to the Master Plan to reflect what we believed to be important to the customers. The draft Agreement and design will provide a 40 year operational and service commitment by Oak Lawn to provide Lake Michigan water to its customers meeting best practices in public water utility operations and management. The additions and expansion to the Regional Water System are significant and designed for the long term, 50 years or longer, increasing the benefits to our own water users. Many of the elements of the present system are 40 years old or older and continued operations to the regional customers without significant upgrades and enhancements is both inefficient, unreliable, and risky to our current and future water customers. For the past 30 months, Oak Lawn and the Villages of Tinley Park, Orland Park, New Lenox, Mokena, and the City of Oak Forest have met to prepare and then negotiate multiple terms and conditions to identify enduring terms of water service and operations to provide predictability and stability to water supply. The draft Agreement stipulates that the Agreement with the Southwest customers will be used as the template for future customer water Agreements with existing customers including Chicago Ridge, Palos Hills, and Palos Park and in the future, the Villages of Matteson, Country Club Hills, and Olympia Fields. The draft Agreement also provides that no more favorable terms will be offered these customers.

1. Supply of Lake Michigan Water to Customers: Oak Lawn has committed to a 40 year supply of Lake Michigan water to the customers signing the new Agreement. Under the Agreement Oak Lawn will supply customer full water requirements up to the current year as IDNR Lake Michigan water allocations with a two times (2x) average day peaking factor for the term of the Agreement by purchasing Chicago Water then delivering it to customers in a system fully owned by Oak Lawn. The supply of Lake Michigan water from the City of Chicago has already been secured by a long-term water contract between Oak Lawn and the City of Chicago in 2013. The peaking factor in the Agreement represents a significant increase from the prior operational capabilities which operated approaching a maximum day of 1.7x average daily consumption. The 2x peaking factor in the Agreement will provide greater flexibility in the ability of customers to meet high peak demand periods. There are certain extreme conditions where Oak Lawn will be permitted to deliver less than the customer full water requirements, for example, due to the inability of Chicago to provide water or a disruption of the delivery system owned and operated by Oak Lawn. In those instances the Customers have reserved the right to use their shallow wells and emergency connections with other communities to supplement supply in an emergency and under extreme failure to deliver or for needs beyond the 2030 water allocation amounts customers have options to seek alternative suppliers. This is not however a circumstance expected to occur under the service arrangement negotiated. Oak Lawn does reserve the right to curtail water delivery and the customers have negotiated a pro rata share of the reduced or curtailed water supply.

2. Construction of the 2013 Regional Water System Improvements. Oak Lawn has committed to design, finance, and construct a major addition to its water delivery system to meet customer needs in accordance with the modified 2008 Oak Lawn Water System Master Plan. This plan, currently estimated to cost \$166,000,000, will increase the safety, capacity, and reliability of the water system for the benefit of Oak Lawn and all its present customers. The improvements when completed will increase system delivery capacity from its current 56 mgd to 110 mgd, thus assuring customers long term supply which meets 2030 needs and likely well beyond 2030 with a 10% unassigned system reserve. There are numerous operational enhancements provided for in the 2013 regional system improvements program. The customers have negotiated construction activity benchmarks to assure timely completion of the Project. We have also negotiated a customer cost control mechanism so that should be project bid package increase over the cumulative estimate by more than 5%, customer consent will be required to award further work. The customers have reserved a right to terminate the Agreement in the unlikely event that Oak Lawn fails to proceed to construct the Regional System and have established that at least three of the eight bid packages must commence construction within 39 months after the signing of the Agreement. Oak Lawn has further agreed, subject to force majeure, to complete the regional improvements by December 31, 2018.

3. Characteristics of the Regional System: The new improvements will transform the delivery system owned by Oak Lawn by updating the pumping systems, control systems, and providing a fully redundant secondary transmission line which will deliver water needs in the event of a catastrophic failure of the present transmission line or other element of the system. Many of the present system components

exceed forty years of age and are nearing the end of useful life without rehabilitation. In fact in the past 30 months three major transmission water main breaks have occurred on the sole line serving our communities and the Harker pumping station which is used for our water delivery power supply became so threatened that temporary leased electrical generators were installed to standby in the event of a failure of the current redundant power source. In addition to meeting the 2030 water requirements Oak Lawn must maintain water quality standards to the satisfaction of its customers or implement regional system remedies to meet quality standards if requested by customers or required by regulatory agencies. There is also built in a 10 % (approximately 10 mgd) reserve capacity into the system to meet needs of additional customers or increased needs of existing customers. Oak Lawn has agreed to split the responsibility and cost of this over sizing with 5% assigned to Agreement signers and 5% to Oak Lawn. Oak Lawn has also agreed not to extend Agreement terms that are more favorable than those contained in the new Agreement when the current Southeast customers sign onto the new Agreement or, the 5% customer controlled water is sold to new customers not presently served by Oak Lawn. Water may not be sold to any new customers before one year after substantial completion of the 2013 regional improvements. Oak Lawn has also pledged to operate the system advantageously and efficiently meeting contemporary operating practices. Oak Lawn will prepare and maintain an Asset Management Plan with a capital funding mechanism built into the Agreement to ensure that the system is properly maintained over the 40 year period. Such a plan has not existed under the current terms with Oak Lawn, and this is a significant improvement and ensures water customers that the system is operating and being maintained in accordance with best practices in the industry.

4. Customer Responsibilities and Duties. Agreement signers will also be assuming certain responsibilities including a duty to purchase customer full water supply requirements or pay for each customers proportionate share of the capital costs and charges if not taken. The guarantee of debt for the regional improvements is common in many regional system Agreements. Customers also have a duty to provide two times (2x) their average day water requirements in municipal storage and to maintain their own water systems so as not to interfere with the delivery capabilities of Oak Lawn. Customers also have an obligation to provide Oak Lawn with access and easements to make the necessary points of delivery and connections and install other improvements on Customer property. Customers also have a duty even during a current budget year to accept increases in Chicago water rates and electricity costs, even if those cost increases occur in a current budget year.

5. Customer Input and Monitoring of the System and Consents. Oak Lawn has agreed to significant customer monitoring and input and in some cases to consents before it takes action on certain proposals. Most of the rights granted regarding customer monitoring, input, and reporting did not exist under the prior agreements. This agreement positions the customers to be much more of a partner in the operation of the Regional System. While the customer proportionate cost sharing of the Regional System will be more reflective of the customer demands on the system than the earlier arrangement, Oak Lawn has committed in the Agreement to customers to also becoming a party to the decision making in may important areas. The key element of oversight is the creation of a Mutual Cooperation Process contained as an exhibit to the Agreement. Three Working Groups are planned in the mutual cooperation efforts including a (1) Finance and Administration Working Group which will focus on budget

and rate issues, (2) an Operations Working Group which will provide input on operational issues, and (3) a Management Working Group providing comments on management and other issues related to the Agreement and operation of the Regional System. Customers will approve the Plan of Finance under the terms of the Agreement. In addition Customers have been offered to be a member of the Asset Management Team whose responsibility is the development and maintenance of the Asset Management Program. Oak Lawn will also be providing full access to records of the Regional Water System and near real time read access to new SCADA operating data.

Further Oak Lawn has agreed that customers have a right to consent to various issues before Oak Lawn can take action on element of the Regional System. These "consents" are both Corporate (The Customer Corporate Authorities) and Executive (the customer Village Managers or Administrators) Here are the Key consent elements assigned to customers:

Corporate Consent required for:

For most items a 51% approval of customers total 2030 allocations except for items" i. and j: where an 80% consent is required.

- a. Approval of the Plan of Finance for the 2013 System Improvements
- b. To Expand the 2013 Regional System
- c. To depart from the Plan of Finance for new and future series Bonds
- d. Approval of a Plan of Finance for future series bonds
- e. To depart from the Plan of Finance for new and future refunding bonds
- f. To issue Future series bonds other than for emergencies or where specifically permitted
- g. Issuance of future series refunding bonds
- h. Any route change from the Com Ed Cook County Forest Preserve alignment
- i. To approve additional customers using not more than 5% of the available additional capacity
- j. Reduction from the formula for the Special Connection Fee

Executive Consent required for:

For most items a 51% approval of customers total 2030 allocations except item" a "which is 75%

- a. Confirm adequacy of excess capacity before water may be sold to others.
- b. To initiate capital repairs or modifications in excess of \$1,500,000
- c. To increase the reserve requirements of the RRR Reserve, beyond those stated in the Agreement.
- d. To approve 2013 Improvements bid packages which exceed 5% cumulative compared to estimates
- e. To extend emergency water service to a non-customer which exceeds the agreement
- f. To authorize Future series bonds for emergency repairs
- g. To approve the Asset Management Program, and any annual updates
- h. To approve current year budget changes for electricity, pump station, transmission, and other O/M
- i. To approve other non-operating charges in excess of the approved budget

6. 2013 Regional Water System Financing. The customers have negotiated the right of approval of the overall Plan of Finance for the 2013 Regional System improvements, which will occur when the Agreement is approved. Oak Lawn will further allow customers to choose one of two preferences of

financing structures to be offered by Oak Lawn. Some of the options will take advantage of low interest IEPA financing from where Oak Lawn has secured financial commitments. The balance of the financing will be a revenue bond of the Regional System designed to carry an AA rating. The customer communities have been working with Oak Lawn's Financial Advisor, PFM, Inc. in evaluating the best debt structure scenarios for the entire system as well as individual communities. In addition the Customers have retained the public financial advisory firm Ehlers, Inc. to provide a more tailored debt structure scenario analysis for Customer communities-as well as provide Customer peer review function with respect to the debt structuring.

7. Water Rates and Rate Growth. There will be three overall rate components used with the Regional System:

(1) Capital Costs of the system

a. New Capital Debt and Reserves

b. Old Debt remaining to be paid off on the current system

(2) Operating and Maintenance costs.

(3) Other non-operating charges

It should be noted that Oak Lawn will be a "regional customer" of the regional system as well as a "retail provider" to the Oak Lawn businesses and residents. Oak Lawn will have a continuing duty to spend wisely as they will bear a share of the regional costs.

a. **Old Debt:** The remaining repayment obligations and schedule from current outstanding debt will continue to be serviced as provided by ordinance until fully retired pursuant to the terms of previous intergovernmental Agreements.

b. **2013 Regional Improvement Debt:** This debt, which is likely to include both Revenue Bond debt, IEPA loan debt and possibly construction loan debt and their required debt reserves, will be paid on a basis of proportional benefit derived from the use of the regional system and the 2030 allocations. Simply put customers which use a greater portion of the Regional System will pay proportionately more of the debt. Debt payments are payable four times per year by each customer. Agreement signers will be proportionately responsible for any defaulting member's debt payment which is a common requirement in regional capital financings.

c. **Operating and maintenance costs.** The Operational and Maintenance costs will be developed around a Regional Water system operating budget, which will be separated from the Oak Lawn Retail system budget. Regional Customers, which also includes the Village of Oak Lawn will only be responsible for covering the costs of the Regional system which will be reviewed by customers annually. The Agreement provides that some of the O and M costs will be paid based on proportionate benefit received. These include (1)transmission main maintenance, (2)electricity (3) pump station maintenance. Other Operational and maintenance rate components paid on a common usage rate include (1) the costs of the regional system not accounted for in other cost categories,(2) the cost of Chicago water, and (3) the cost of

unaccounted for water. Any budget cost overruns, system improvements, and emergencies would be subject to an end of year reconciliation or true up with customers receiving credits or surcharges. These will be calculated by Oak Lawn and reviewed by the customer Working Groups.

d. Other non-operating costs. Other non-operating costs include assessments which provide (1) a reserve for operations and maintenance costs, (2) Equitable return to Oak Lawn, (3) Reserves for Insurance purposes, (4) net additional charges required for rate covenants, and (5) the Renewal, Repair, and Replacement (RRR) Reserve Fund. These costs are assessed in a somewhat different manner than O and M costs. The Operations and maintenance reserve is initially funded as a common usage rate but replenished on a proportionate benefit basis with the reserve funding capped at \$5,000,000. The equitable return is paid as a common usage rate but is subject to an annual increase minimum of 2% beginning one year following the completion of the regional improvements. The customers have negotiated that up to one full year of Oak Lawn's Equitable return must be used first to cover any defaulting member' operating and maintenance costs. The reserves for insurance and rate covenant charges are charged on a common usage rate as is the RRR fund which is also capped at \$1,500,000 in any single year.

e. Impact on rates for new customers. Current customers should benefit from additional new customers and we have negotiated the means to recover a portion of our initial capital costs and reduce our operating costs. All new customers will be subject to a special connection fee which will be repaid to current Agreement signers as reimbursement for capital improvement costs from which a new customer will be benefitting. Then because of the proportional cost distribution of many operating and maintenance costs, the impact of Oak Lawn operational costs to Agreement signers should be reduced as well.

The Agreement which you will shortly be considering represents a significant accomplishment for the Communities you represent who have been deeply interested in locking in a long term supply of Lake Michigan water and upgrading the Oak Lawn owned delivery system to serve the customers for the next half century or longer. By working collaboratively your communities have negotiated in an organized and strategic fashion and have improved the capital improvement project and the water agreement from its form when first presented to you several months ago. In addition to the system enhancement and equitable cost assignments to improve then operate the system using best practices, the Agreement for the first time places the customers themselves in a position to exert some level of control on the operation and management of the system without assuming ownership of the system. This Agreement represents a great step forward in water management and you and your staff and professional advisors are to be commended on achieving these objectives.

**•REGIONAL WATER SYSTEM•
WATER SALE, PURCHASE AND SERVICE AGREEMENT
BETWEEN THE VILLAGE OF OAK LAWN, ILLINOIS AND
CERTAIN OF ITS MUNICIPAL CUSTOMERS**

**•REGIONAL WATER SYSTEM•
WATER SALE, PURCHASE AND SERVICE AGREEMENT
BETWEEN THE VILLAGE OF OAK LAWN, ILLINOIS AND
CERTAIN OF ITS MUNICIPAL CUSTOMERS**

BETWEEN

THE VILLAGE OF OAK LAWN, ILLINOIS

AND

VILLAGE OF MOKENA
VILLAGE OF NEW LENOX
CITY OF OAK FOREST

VILLAGE OF ORLAND PARK
VILLAGE OF TINLEY PARK

Dated _____, 2014*

* The date of this Agreement will be inserted when the Effective Date is determined in accordance with the terms of Section 41.A.

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•REGIONAL WATER SYSTEM•
WATER SALE, PURCHASE AND SERVICE AGREEMENT
BETWEEN THE VILLAGE OF OAK LAWN, ILLINOIS AND
CERTAIN OF ITS MUNICIPAL CUSTOMERS

This Water Sale, Purchase and Service Agreement made and entered into as of the Effective Date defined below, by and between the VILLAGE OF OAK LAWN, COOK COUNTY, ILLINOIS, an Illinois municipal corporation and home rule unit duly organized and existing under the laws of the State of Illinois ("*Oak Lawn*"), and each of the following units of local government who shall become signatories to this Agreement (the "*Southwest System Customers*"):

Village of Mokena
Village of New Lenox
City of Oak Forest

Village of Orland Park
Village of Tinley Park

all of Oak Lawn and the named municipalities referred to collectively as the "*Parties*" and each individually as a "*Party*."

WITNESSETH:

PREAMBLES

A. The City of Chicago ("*Chicago*") currently owns and operates a water system ("*Chicago Water System*"), which supplies Lake Michigan derived raw water treated to then current potable water standards in accordance with applicable State of Illinois and United States federal laws ("*Chicago Water*") to various customers, including Oak Lawn.

B. A municipal water system (a "*Water System*") means a system for the supply of water, including but not limited to all facilities and equipment, land, easements, rights-of-way over lands and waters, pumping, storage facilities, mains, pipelines and appurtenances acquired and used or useful for the purposes of treating, providing and transmitting water to customers of such municipality, and also includes, where in place, such facilities, equipment, land, water rights, easements, rights-of-way, and appurtenances so acquired and used or useful for the purpose of taking and treating water.

C. Oak Lawn owns and operates a Water System, consisting of three major elements described as follows: (1) that portion of the Water System that is used to service its retail customers (as now in existence and as improved in the future, the "*Oak Lawn Retail Water System*" or its "*Municipal Customer Water System*"), described in *Exhibit "A"* attached hereto; (2) that portion of the Water System (as now in existence and as improved in the future, the "*Oak Lawn Regional Water System*" as more particularly defined in the text below) which serves all of its customers not served by the Oak Lawn Retail Water System (consisting of municipalities for municipal use and for resale by such municipalities to residents and others);

and (3) the Oak Lawn Southeast System (as defined in the text below), which may or may not become part of the Oak Lawn Regional System as described in Preamble H below.

D. The Oak Lawn Regional Water System delivers Chicago Water to municipalities either directly or indirectly through adjacent Water Systems, described as follows: (1) a system owned and operated by Oak Lawn (the "*Oak Lawn Southeast System*") serving the Villages of Country Club Hills, Matteson, and Olympia Fields (which system may become part of the Oak Lawn Regional System as described in Preamble H below), and (2) a system **not** owned or operated by Oak Lawn (the "*Tinley Park Branch System*") serving the Villages of Tinley Park, Mokena and New Lenox and which may serve the Illinois American Water Company at its service area in the Village of Orland Hills and vicinity. (The Oak Lawn Regional Water System does not include the Tinley Park Branch System).

E. The current municipal customers ("*Municipal Customers*") of the Oak Lawn Regional Water System are as follows: (1) the Oak Lawn Retail Water System; (2) Village of Chicago Ridge ("*Chicago Ridge*"); (3) City of Country Club Hills ("*Country Club Hills*") as served by the Oak Lawn Southeast System; (4) Village of Matteson ("*Matteson*") as served by the Oak Lawn Southeast System; (5) Village of Mokena ("*Mokena*") as served through the Tinley Park Branch System; (6) Village of New Lenox ("*New Lenox*") as served through the Tinley Park Branch System; (7) City of Oak Forest ("*Oak Forest*"); (8) Village of Olympia Fields ("*Olympia Fields*") as served by the Oak Lawn Southeast System; (9) Village of Orland Park ("*Orland Park*"); (10) City of Palos Hills ("*Palos Hills*"); (11) Village of Palos Park ("*Palos Park*"); and (12) Village of Tinley Park ("*Tinley Park*") as served through the Tinley Park Branch System; *provided, however*, that (a) such term shall not include a municipality no longer served by the Oak Lawn Regional Water System for a reason other than *force majeure*; (b) as to each covenant or representation of a Municipal Customer made in this Agreement, such term is limited to the Parties hereto; and (c) Chicago Water to be delivered to Mokena and New Lenox shall be delivered to Tinley Park at the Points of Delivery to the Tinley Park Branch System.

F. Each Municipal Customer currently owns and operates its own Water System (each a "*Municipal Customer Water System*"). For convenience and clarity, Chicago Ridge, Palos Hills, and Palos Park may be referred to as the "*North System Customers*"; Country Club Hills, Matteson, and Olympia Fields may be referred to as the "*Southeast System Customers*"; and Mokena, New Lenox, Oak Forest, Orland Park and Tinley Park may be referred to as the "*Southwest System Customers*".

G. The points of delivery (the "*Points of Delivery*") from the Oak Lawn Regional Water System to the Oak Lawn Retail Water System and to each of the Southwest System Customers are as shown in *Exhibit "B"* attached hereto.

H. Oak Lawn, through the Oak Lawn Regional Water System and the Oak Lawn Southeast System, serves Chicago Water to the Southeast System Customers pursuant to existing contracts (the "*Existing Southeast Customer Contracts*"), copies of which all Parties have received; Oak Lawn has offered a Conforming Agreement (as hereinafter defined) to the North System Customers and to the Southeast System Customers; and Oak Lawn anticipates that the

North System Customers, who prior to the Effective Date are without a contract for Chicago Water, will execute and deliver Conforming Agreements (when so executed by the North System Customers and Oak Lawn, the "*North Customer Agreements*"), which North Customer Agreements shall be on file in the office of the Oak Lawn Village Clerk. As of the time of the offer of this Agreement to the Southwest System Customers, there is no expectation or determination as to whether the Southeast System Customers will enter into a Conforming Agreement (should they do so, it may be referred to as the "*New Southeast Customer Agreement*"); and the Parties hereto acknowledge that insofar as this Agreement allows, but is not dependent on, execution and delivery of the New Southeast Customer Agreements, certain provisions herein have been written in the alternative, either of which is acceptable to the Parties.

I. So long as the Southeast System Customers do not execute the Conforming Agreement, the Oak Lawn Southeast System will remain an independent water system and not be a part of the Oak Lawn Regional System. Subject to the terms of this Agreement, the Southeast System Customers may enter into future written water agreements with Oak Lawn (becoming "*Future Water Customers*" as hereinafter defined) and, further, it is possible that Oak Lawn may enter into future written agreements to supply other municipalities or private entities with Chicago Water through the Oak Lawn Regional Water System (thereby also becoming Future Water Customers) or to supply Chicago Water to Emergency Water Customers (as hereinafter defined).

J. Each Municipal Customer as Party to this Agreement finds that it is advisable for such Municipal Customer to continue to obtain from the Oak Lawn Regional Water System a continuing supply of Chicago Water for its Municipal Customer Water System.

K. Oak Lawn finds that it is advisable to supply Chicago Water to the Municipal Customers who are Parties pursuant to the terms and conditions of this Agreement.

L. Oak Lawn has provided by contract with Chicago for a supply of Chicago Water pursuant to the "Water Supply Agreement between the City of Chicago, Illinois, and the Village of Oak Lawn, Illinois," dated February 8, 2013, Agreement No. OL-2013 ("*Chicago-Oak Lawn Agreement*").

M. Oak Lawn has determined and the Municipal Customers as Parties to this Agreement have concurred that the capacity of the existing Oak Lawn Regional Water System ("*Current System Capacity*") is not adequate to serve the needs of the Municipal Customer Water Systems, as such needs may exist as of the Effective Date and through the year 2030; and Oak Lawn has determined to improve and expand the Oak Lawn Regional Water System with the goal of providing the Municipal Customers with an adequate supply of Chicago Water (the "*2013 Regional System Improvements*"), which 2013 Regional System Improvements shall include but not be limited to the installation of a "West Side Transmission Main" and associated piping, valves, pump station improvements, standby engine generator improvements, and electrical distribution and motor control equipment improvements; and the preliminary description of which improvements is as depicted in *Exhibit "C"* attached hereto.

N. To pay the costs of the 2013 Regional System Improvements, Oak Lawn has determined that it is necessary for it to borrow money and issue its New Series Bonds (as hereinafter defined) in evidence thereof.

O. Each Municipal Customer has received from the State of Illinois Department of Natural Resources (“IDNR”), a current allocation of Lake Michigan water as shown in *Exhibit “D”* attached hereto which (as shown) includes allocations for the listed years up to and including the year 2030 (the allocation for each year as shown in said Exhibit being the “*Current Year Allocation*” for such year and the allocation for the year 2030 as shown in said Exhibit being the “*2030 Allocation*”).

P. Pursuant to the Illinois Municipal Code, including but not limited to, 65 ILCS 5/11-124-1 *et seq.*, 65 ILCS 5/11-129-1 *et seq.*, and 65 ILCS 5/11-139-1 *et seq.*, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, Article VII, Section 10 of the 1970 Constitution of the State of Illinois, and applicable home rule powers of New Lenox, Oak Lawn, Oak Forest, Orland Park, and Tinley Park under Article VII, Section 6 of the 1970 Constitution of the State of Illinois, Oak Lawn and the Municipal Customers are authorized to enter into this Agreement.

Q. Except as expressly provided or required by the terms of this Agreement, nothing in this Agreement is intended to cause or result in relinquishment of ownership or change in use by Oak Lawn in any part of the Oak Lawn Retail Water System or Oak Lawn Regional Water System or to cause or result in the relinquishment of ownership or change in use by any Municipal Customer in any part of its respective Municipal Customer Water System; *provided, however,* that Oak Lawn expressly acknowledges (1) the use of an existing transmission main, beginning at 146th Street and Central Avenue and ending at the existing Point of Delivery to Orland Park (the “*Orland Spur One Main*”) which is owned by Orland Park, (2) the use of a new transmission main to be constructed beginning at 151st Street and the ComEd Corridor west of Harlem Avenue and ending at the existing Point of Delivery to Orland Park (the “*Orland Spur Two Main*”) which will be owned by Orland Park and (3) the requirement that the Oak Lawn Regional Water System maintain said mains in accordance with Sections 11.C and D of this Agreement.

R. To better assure continuity and cooperation among the Parties, they have agreed to the Statement of Mutual Cooperation Process as set forth in *Exhibit “P”* attached hereto.

S. Certain costs and amounts (including debt service on the Old Bonds) due to or from certain of the Parties or other municipalities served by the existing Oak Lawn Regional Water System must be preserved and provided for under this Agreement, as set forth in *Exhibit “K”* attached hereto.

T. Oak Lawn and the other Parties hereto have each, respectively, duly authorized their respective Presidents or Mayors to sign and their Municipal Clerks to attest this Agreement.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and undertakings contained herein, and other valuable consideration the receipt and sufficiency of which is hereby acknowledged by the undersigned, the Parties hereby agree as follows:

Section 1. Recitals and Definitions.

A. Recitals. The above paragraphs and recitals are hereby incorporated by reference, as if set forth within this Section 1.

B. Definitions. Capitalized words and terms used in this Agreement shall have the meanings given them, unless the context or use clearly indicates another or different meaning is intended. Words and terms defined in the singular may be used in the plural and vice-versa. Reference to any gender shall be deemed to include the other and also inanimate persons, such as corporations, where applicable.

“Aggregate Costs” means all costs to be assessed and payable pursuant to this Agreement, except payments to be made for the Old Bonds, and includes, without limitation, *inter alia*, all Operation and Maintenance Costs, Capital Costs and Charges, Other Non-Operating Charges, and Default Costs.

“Aggregate Costs Template” means that template for presentation of Aggregate Costs as shown in *Exhibit “Q”*.

“Agreement” means this Water Sale, Purchase and Service Agreement.

“Asset Management Program” means a written document providing asset management planning to determine the condition, and identify maintenance, rehabilitation and replacement needs, of the Oak Lawn Regional Water System, in a manner consistent with the International Infrastructure Management Manual, International Edition 2012, by the National Asset Management Support Group, and providing for the implementation of such system operations, repairs, rehabilitations and replacement as will meet such needs in a timely and practical manner.

“Arrearages” means the amount in arrears when any Municipal Customer does not pay its share of Aggregate Costs when due, as more fully defined in Section 17.

“Authorized Representative” means such term as is defined in the text below, relating to Executive Consent Obtained, in Section 26.C.

“Available Capacity” means the capacity of the Oak Lawn Regional Water System to deliver Chicago Water from time to time in excess of the obligation at such time to deliver Chicago Water pursuant to (1) this Agreement including the required Daily Peaking Factor, (2) Existing Southeast Customer Contracts or New Southeast Customer Agreements (as applicable), (3) North Customer Agreements, (4) agreements with Future Water Customers then in full force and effect, and (5) agreements with Emergency Water Customers then in effect. Available Capacity shall be determined using the applicable methodology set forth in

Exhibit "L" by an independent consulting engineer having a national reputation for expertise in such matters and selected by Oak Lawn.

"Bid Package" means the bidding and construction documents, drawings, specifications, and related documents related to a segment or phase of the construction of 2013 Regional System Improvements, as listed in *Exhibit "C"*.

"Bond" means and includes any instrument by whatever name given providing for the payment of money executed by or on behalf of Oak Lawn or which Oak Lawn has assumed or agreed to pay, including, without limitation of the foregoing, bonds, notes, contracts, leases, loan agreements, certificates, and any other form of third party indebtedness, the proceeds of which are used to pay Aggregate Costs or provide reserves for the same; *provided, however*, that the definition of Bonds expressly excludes the Old Bonds.

"Bond Counsel" means counsel of recognized standing in the field of law relating to municipal bonds.

"Budget Template" means that template for presentation of the budget for Systems Operations Costs as shown in *Exhibit "R"*.

"Buy In Base" means all Capital Costs and Charges as paid from the Effective Date up until the Connection Fee Date, as future valued from the due dates of such costs to the Connection Fee Date at the weighted average true interest cost of all Bonds ever issued on or after September 1, 2013 for the Oak Lawn Regional Water System compounded annually.

"Buy In Base for Old Bonds" means the debt service principal and interest paid by Oak Lawn on the Old Bonds through the Connection Fee Date for the improvements proposed to be utilized by the Southeast System Customer or other Future Water Customer pursuant to Section 21.D and *Exhibit "K"* of this Agreement.

"Capital Costs and Charges" means and includes all capital costs payable or accrued in a given period of the Oak Lawn Regional Water System, and includes, for purposes of this Agreement, and without limitation, *inter alia*, all of the following: (1) interest on and principal of and premium, if any, on all Bonds; (2) payments with respect to interest rate exchange agreements entered into in connection with any Bonds; (3) bond insurance, letter or line of credit payments or fees, remarketing fees, or like charges in connection with the issuance of Bonds; (4) rating agencies, legal, financial, administrative, trustee, bond registrar, paying agent, depository, filing and similar fees in connection with the issuance of Bonds; (5) reserves to be provided for debt service on Bonds; and (6) Default Costs Allocable to Bonds.

"Chicago" means the City of Chicago.

"Chicago-Oak Lawn Agreement" means the Water Supply Agreement Between the City of Chicago, Illinois and the Village of Oak Lawn, Illinois dated February 8, 2013, Agreement No. OL-2013.

“Chicago Ridge” means the Village of Chicago Ridge, Illinois.

“Chicago Water” means the Lake Michigan derived raw water treated to the then current potable water standards in accordance with applicable State of Illinois and United States federal laws.

“Chicago Water System” means a water system currently owned and operated by the City of Chicago.

“Common Usage Rate” means a rate to be paid by a Municipal Customer or Future Water Customer for a portion of the Aggregate Costs to be paid by such Municipal Customer or Future Water Customer, stated as a dollar cost per 1,000 gallons of Chicago Water delivered, and determined on the basis of the amount of Chicago Water delivered to such Municipal Customer or Future Water Customer at its Point(s) of Delivery in the applicable period.

“Component” means a material component of the Oak Lawn Regional Water System which provides service to a Municipal Customer or Future Water Customer, as applicable, based upon the report of an independent engineer.

“Component Cost” means the cost of a Component.

“Component Cost Share” means the share in a Component Cost determined by a fraction the numerator of which shall be a Municipal Customer’s or Future Water Customer’s 2030 Allocation, as applicable, and the denominator of which shall be the sum of the 2030 Allocations of the Municipal Customer or Future Water Customer, as applicable, which also are served by the Component; *provided, however*, that Oak Lawn has been allocated an additional Component Cost Share (resulting in an increased Proportionate Share) representing its ownership, right, and title to the Oak Lawn Reserved Share.

“Conforming Agreement” means a water sale, purchase and service agreement in substantially the form of this Agreement (excepting, expressly, the Statement of Mutual Cooperation Process, which may, but need not be, a part of any such Agreement) having no Favorable Provision.

“Connection Fee Date” means the date on which a Future Water Customer (1) connects to the Oak Lawn Regional Water System or (2) if such Customer is already connected to the Oak Lawn Regional Water System, the effective date of the new contract.

“Corporate Consent Obtained” means such term as is defined in Section 26.

“Cost Methodology” means the basis for allocation of Proportionate Shares hereunder, being the determination of Component Cost Shares based upon the report of an independent consulting engineer.

“Country Club Hills” means the City of Country Club Hills, Illinois.

“*Current System Capacity*” means the capacity of the existing Oak Lawn Regional Water System.

“*Current Year Allocation*” means the allocation of Chicago Water each Municipal Customer has received from the IDNR for each given year as conclusively determined for all purposes of this Agreement by reference to *Exhibit “D”*.

“*Daily Peaking Factor*” means the maximum amount of Chicago Water the Oak Lawn Regional Water System is capable of delivering to a given Municipal Customer but not less than an amount equal to such Municipal Customer’s Current Year Allocation divided by 365 (expressed in millions of gallons) multiplied by 2.0.

“*Default Costs*” means costs paid by Municipal Customers due to the default by other Municipal Customers to pay Aggregate Costs as required by Section 15; *provided, however*, such costs shall not include the portion of Aggregate Costs allocable to Equitable Return.

“*Default Costs Allocable to Bonds*” means the portion of Default Costs allocable to the payment of the amounts noted in clauses (1) to (5), inclusive, of Capital Costs and Charges.

“*Default Costs Allocable to Other Aggregate Costs*” means all Default Costs other than Default Costs Allocable to Bonds.

“*Default Proportionate Share*” means a percentage that is equal to 100 times a fraction, the numerator of which shall be the Proportionate Share (as defined herein) of each Municipal Customer and the denominator of which shall be the sum of the Proportionate Shares of all of the Municipal Customers then not in default with respect to a payment required for Bonds.

“*Effective Date*” means the date defined as such in the text of this Agreement in Section 41.

“*Electricity Costs*” means all costs of electricity, including demand charges, of the Oak Lawn Regional Water System allocated to each Municipal Customer in accordance with the relative shares as set forth in *Exhibit “F”* attached hereto.

“*Emergency Borrowings*” means such term as defined in Section 4.D.

“*Emergency Event*” means an unexpected condition that, if not addressed by Oak Lawn as the operator of the Oak Lawn Regional Water System, poses an immediate risk to the operation of or of failure to operate the Oak Lawn Regional Water System that will cause damage to health, property or the environment.

“*Emergency Event Costs*” means only those costs necessary to eliminate the immediate risk of damage to health, property or the environment presented by an Emergency Event, but not including the balance of the System Repair or Major Capital Cost necessary to complete any longer term repair or remediation that may be necessary thereafter.

“Emergency Water Customers” means customers purchasing Chicago Water from Oak Lawn on a short-term basis from time to time, which purchases are subject to the standards set forth in Section 7.D of this Agreement and will not adversely affect the Municipal Customers.

“Equitable Return” means the amount set forth as follows:

(A) for purposes of this definition, the following further terms are defined:

(1) *“Annual Increase”* means an increase in the rate of return over the rate for the prior Fiscal Year equal to the greater of 2% or the increase in the PPI, year over year, as most recently published;

(2) *“Initial Rate”* means \$0.05 (5 cents) per 1,000 gallons of Chicago Water delivered under this Agreement;

(B) For the Fiscal Year 2014 and each Fiscal Year thereafter until the end of the Fiscal Year after the Fiscal Year in which the 2013 Regional System Improvements are Substantially Complete and Operational, Equitable Return shall be the Initial Rate; and

(C) For each Fiscal Year thereafter Equitable Return means the rate of such return for the prior Fiscal Year plus the Annual Increase.

“Executive Consent Obtained” means such term as is defined in Section 26.

“Existing Southeast Customer Contracts” means the contracts in place as of July 1, 2013, pursuant to which Oak Lawn is supplying the Southeast System Customers with Chicago Water through the Oak Lawn Regional Water System and the Oak Lawn Southeast System.

“Favorable Provision” means any provision that is more advantageous to or protective of the interests of any other Municipal Customer or Future Water Customer than the provisions of this Agreement are to the interests of the Southwest System Customers; *provided, however*, that it shall not include any provision that is temporary in nature and addresses unique circumstances applicable only to the other Municipal Customer or Future Water Customer.

“Financing Plan and Parameters” means a plan and related parameters for the financing of the construction of one or more System Projects. Each Financing Plan and Parameters shall include (but are not limited to) the following elements: a description of the proposed Bonds, including the source of funds of the proposed Bonds, the structure (fixed, variable or other), the maximum principal amount, interest rate parameters, duration of the repayment period, and the time at which repayments by Oak Lawn will be required (if such repayment schedule necessitates that such Capital Costs and Charges be billed and payable on a schedule other than quarterly as described in Section 15.B), and the maximum amounts for the various reserve funds or accounts required in connection therewith.

"Fiscal Year" means the fiscal year of Oak Lawn and is the calendar year, January 1 through December 31; *provided, however*, that Oak Lawn may change its fiscal year or the fiscal year solely as it relates to the Oak Lawn Regional Water System from time to time upon reasonable notice to the Municipal Customers and upon taking reasonable transitional measures with respect to budgeting and establishment of rates.

"Force majeure" means acts of God, strikes, lockouts or other industrial disturbances, acts of a public enemy, orders of any kind of the Government of the United States, of the State of Illinois, or of any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, tornadoes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, canals, or tunnels, partial or entire failure of Chicago Water supply, and inability on the part of Oak Lawn to deliver Chicago Water, or of any Municipal Customer to receive Chicago Water, that is not as a result of the Party's own actions or inactions, and on account of any other causes not reasonably within the control of the Party claiming such inability.

"Full Water Requirements" means, with respect to a Municipal Customer, the amount of Chicago Water necessary from time to time to meet the potable water requirements of (1) all then current customers served by the Municipal Customer Water System (including municipal use where applicable) whether within or outside of the corporate limits or applicable service area of the Municipal Customer, and (2) all then current customers served by a Municipal Customer's wholesale Water System, if any.

"Future Improvements" means future improvements to a Municipal Customer Water System involving structures for the receipt of Chicago Water from Oak Lawn.

"Future Series Bonds" means, and is limited to, Bonds the proceeds of which are necessary or advisable to accomplish any lawful corporate purpose of the Oak Lawn Regional Water System, including but not limited to the following: (1) to repair, replace, maintain, rehabilitate or otherwise make more efficient or usable, or to improve the Oak Lawn Regional Water System in a manner to continue to serve or to better serve the Municipal Customers; (2) to otherwise improve or extend the Oak Lawn Regional Water System in a manner, which will not be likely to increase the costs to the Municipal Customers of Chicago Water service over the term of this Agreement; or (3) will result in long-term benefits to Oak Lawn and to the Municipal Customers, and includes Bonds in one or more series, issued from time to time, to refund or further refund such Bonds.

"Future Water Customers" means municipalities or private entities with whom Oak Lawn may enter into future written agreements to supply Chicago Water through the Oak Lawn Regional Water System.

"IDNR" means the State of Illinois Department of Natural Resources or a successor to the applicable responsibilities of such department.

"IEPA" means the State of Illinois Environmental Protection Agency or a successor to the applicable responsibilities of such agency.

“Major Capital Costs” means, for any Fiscal Year, those acquisitions, repairs, replacements, rehabilitations, or improvements which would qualify as System Repairs but for their cost, either as a discrete Repair Item or due to the aggregate of such costs; *provided, however*, such term shall not include any costs of the 2013 Regional System Improvements.

“Matteson” means the Village of Matteson, Illinois.

“Meters, Valves and Controls” means the necessary meter vaults and water meters for measuring properly the quantity of Chicago Water delivered under this Agreement and the structures Oak Lawn deems necessary to house such equipment and devices.

“Mokena” means the Village of Mokena, Illinois.

“Moody’s” means Moody’s Investors Service, Inc., its successors and assigns, and, if such corporation shall no longer perform the functions of a securities rating agency, “Moody’s” shall be deemed to refer to any other nationally recognized securities rating agency designated by Oak Lawn.

“Municipal Customer Improvements” means improvements planned for construction by the Municipal Customers as set forth in *Exhibit “I”*.

“Municipal Customers” means the current municipal customers of the Oak Lawn Regional Water System as follows: (1) the Oak Lawn Retail Water System; (2) Chicago Ridge; (3) Country Club Hills as served by the Oak Lawn Southeast System; (4) Matteson as served by the Oak Lawn Southeast System; (5) Mokena as served through the Tinley Park Branch System; (6) New Lenox as served through the Tinley Park Branch System; (7) Oak Forest; (8) Olympia Fields as served by the Oak Lawn Southeast System; (9) Orland Park; (10) Palos Hills, (11) Palos Park; and (12) Tinley Park as served in part through the Tinley Park Branch System.

“Municipal Customer Water System” means the retail Water System currently owned and operated by each Municipal Customer.

“Municipal Manager” means the chief administrative officer of the Municipal Customer (whose title shall usually be “Village [City] Manager” or “Village [City] Administrator”).

“New Lenox” means the Village of New Lenox, Illinois.

“New Series Bonds” means the one or more series of Bonds that will be issued by Oak Lawn for the purpose of financing the cost of the 2013 Regional System Improvements, and includes Bonds in one or more series, issued from time to time, to refund or further refund such Bonds.

“New Southeast Customer Agreements” means the Chicago Water sale, purchase and service agreements between Oak Lawn and the Southeast System Customers, based upon a Conforming Agreement, as and if executed and delivered on or before December 31, 2014.

“North Customer Agreements” means the Chicago Water sale, purchase and service agreements between Oak Lawn and North System Customers, based upon a Conforming Agreement, as and if executed and delivered on or before December 31, 2014.

“North System Customers” means Chicago Ridge, Palos Hills, and Palos Park.

“Oak Forest” means the City of Oak Forest, Illinois.

“Oak Lawn” means the Village of Oak Lawn, Illinois.

“Oak Lawn Regional Water System” means all real or personal property now in existence or obtained in the future used or useful in the treating (if and to the extent applicable), pumping, and maintenance of water delivery or transmission of Chicago Water to the Municipal Customers, Future Water Customers and Emergency Water Customers, except as follows: real or personal property obsolete or deemed, in the reasonable discretion of Oak Lawn, to be no longer used or useful to the Oak Lawn Regional Water System, and also such conduit or other pipes and appurtenances to be purchased solely at the cost of Oak Lawn for any of its corporate purposes and laid in easements acquired in connection with the construction and operation of said system.

“Oak Lawn Reserved Share” means 5 million gallons of water per day reserved to Oak Lawn above and beyond the rights granted under this Agreement to the Oak Lawn Retail Water System to Chicago Water for the use of such Oak Lawn Retail Water System.

“Oak Lawn Reserved Share Customer” means a municipality or private entity purchasing Chicago Water from Oak Lawn and from the Oak Lawn Reserved Share.

“Oak Lawn Retail Water System” means that portion of the Oak Lawn Water System that is used to service its retail customers, as now in existence and as improved in the future.

“Oak Lawn Southeast System” means the system owned and operated by Oak Lawn serving the Southeast System Customers.

“Old Bonds” means outstanding bonds issued by Oak Lawn, the proceeds of which were used to acquire, construct and install the portions of the Oak Lawn Regional Water System as it now exists, and are as shown (with related debt service requirements) in *Exhibit “K”* attached hereto, and includes bonds in one or more series, issued from time to time, to refund or further refund such bonds; and the debt service requirements payable by the Municipal Customers on the Old Bonds are as set forth in *Exhibit “K”*.

“Old Bonds Special Connection Fee” means such term as is described in Section 21.D and *Exhibit “K”*.

“Olympia Fields” means the Village of Olympia Fields, Illinois.

“Operation and Maintenance Costs” means and includes the cost of Chicago Water pursuant to Section 15.A(1) of this Agreement, Electricity Costs, Pump Station Maintenance Costs, Transmission Main Maintenance Costs and System Operations Costs. All cost items assigned to any of these categories of costs of the operation and maintenance of the Oak Lawn Regional Water System shall be as itemized in the budget and as set forth in the Budget Template and to be listed generally in the format included in the Budget Template; *provided, however,* such categories shall exclude, expressly, depreciation or amortization costs or charges or costs or charges allocated and billed as Capital Costs and Charges; and, *provided, further,* that in the event of any dispute as to the allocation of any Operations and Maintenance Costs, if it shall be determined that a cost is not properly allocable to any of the Electricity Costs, Pump Station Maintenance Costs or Transmission Main Maintenance Costs, in any re-computation, then such cost shall be deemed a System Operations Cost and be recouped in that manner.

“Orland Park” means the Village of Orland Park, Illinois.

“Orland Spur One Main” means the portion of the existing transmission main owned by Orland Park that begins at 146th Street and Central Avenue and ends at the existing Point of Delivery to Orland Park.

“Orland Spur Two Main” means a new transmission main to be owned by Orland Park that begins at 151st Street and the ComEd Corridor west of Harlem Avenue and ends at the existing Point of Delivery to Orland Park and is located in right-of-way other than 151st Street.

“Other Agreement” means an Oak Lawn contract or agreement for water sale, purchase or service with another Municipal Customer or Future Water Customer, other than an Oak Lawn Reserved Share Customer, that is approved by a party to such contract or agreement during one of the following periods: (i) within ninety (90) days prior to the approval of this Agreement by any of the Southwest Customers, (ii) any time after any of the Southwest Customers have approved this Agreement, or (iii) at any time during the Term of this Agreement or any extension of the Term.

“Other Non-Operating Charges” means charges or assessments to provide (1) a reserve for Operation and Maintenance Costs, (2) Equitable Return, (3) reserves for insurance purposes, whether to provide for tort or other liabilities or for insurance against damage or destruction or condemnation of the Oak Lawn Regional Water System, (4) net additional charges required by a rate covenant or rate covenants as made by Oak Lawn in connection with the issuance of Bonds, requiring rates for the Oak Lawn Regional Water System to be sufficient to provide for Operation and Maintenance Costs, payment of Bonds, and a certain additional percentage of Bond payments for what is known as “coverage,” deemed necessary or appropriate to obtain a rating in the second highest rating category by one or more appropriate rating agencies so providing a rating for Bonds (commonly referred to as “AA” or “Aa”), but in no event shall such coverage ratio be greater than 1.35, as may be set forth in any proceeding, resolution or ordinance or document so authorized, such as an indenture, of Oak Lawn providing for the issuance of Bonds, and which charge or assessment is not included within the definition of Capital Costs and Charges, and (5) amounts assessed for the Renewal, Repair and Replacement Reserve Fund.

“Palos Hills” means the City of Palos Hills, Illinois.

“Palos Park” means the Village of Palos Park, Illinois.

“Participating Customers” means the Municipal Customers and Future Water Customers (as more fully defined in Section 21.B).

“Party” or *“Parties”* means Oak Lawn and one or more of the Municipal Customers signatory hereto.

“Permitted Borrowings” means such term as is defined in Section 4.D, relating to the issuance of Future Series Bonds.

“Points of Delivery” means points of delivery of Chicago Water from the Oak Lawn Regional Water System to the Oak Lawn Southeast System Municipal Customers and to Tinley Park on behalf of the Tinley Park Branch System and the points of delivery to each of the other Municipal Customer Water Systems, all as shown in *Exhibit “B”* attached hereto.

“PPI” means the annual sum of the twelve (12) monthly increases or decreases in the Producer Price Index for Total Manufacturing Industries, not seasonally adjusted, as such monthly indexes appear in the PPI Detailed Report as published by the U.S. Department of Labor, Bureau of Labor Statistics, as finalized in May of each year for the previous calendar year, or if such index is no longer available, a reasonable replacement index.

“Projected Consumption” means the projected highest Chicago Water consumption of a Future Water Customer for any twelve (12) month period during the three years following the Connection Fee Date.

“Proportionate Share” means the share of the Capital Costs and Charges as charged under this Agreement and to be payable by each of the Municipal Customers, determined using the Cost Methodology, as a fair and equitable allocation, and is as set forth conclusively for all of the Municipal Customers as shown in *Exhibit “E”* attached hereto (said *Exhibit “E”* set forth in the alternative—Alternative 1 shall apply if Oak Lawn and the Southeast System Customers do not enter into New Southeast Customer Agreements and Alternative 2 shall apply if such Agreements be so entered into); *provided, however*, that the Proportionate Shares may be modified pursuant to Section 4.D(4).

“Pump Station Maintenance Costs” means all costs assigned to the maintenance of pumps and pump stations including System Repairs relating to same as reflected in the budget as set forth in the Budget Template, allocated to the Oak Lawn Retail Water System and to each Municipal Customer in accordance with the relative shares as set forth in *Exhibit “G”* attached hereto.

“Regional System Revenues” means all revenues from whatever source derived of the Oak Lawn Regional Water System, including all Municipal Customers; *provided, however*,

Oak Lawn may exclude portions of such revenues from the lien of or the right to payment from any Bonds.

“Regional System Revenue Bonds” means, collectively, New Series Bonds and Future Series Bonds, as more fully defined in Section 4.

“Renewal, Repair and Replacement Reserve Fund” means the fund to be established by the Oak Lawn Regional Water System as provided by this Agreement to be used to provide a source of funds for Major Capital Costs, System Repairs, and Emergency Event Costs.

“S&P” means Standard & Poor’s Ratings Services, a division of The McGraw-Hill Companies Inc., its successors and assigns, and, if such entity shall no longer perform the functions of a securities rating agency, “S&P” shall be deemed to refer to any other nationally recognized securities rating agency designated by Oak Lawn.

“Security Deposit” means such term as is defined in Section 20.C.

“Southeast System Customers” means Country Club Hills, Matteson, and Olympia Fields.

“Southwest System Customers” means Mokena, New Lenox, Oak Forest, Orland Park and Tinley Park.

“Special Connection Fee” means a charge to a Future Water Customer (as more fully defined in Section 21.B).

“Substantially Complete and Operational” means the status of the 2013 Regional System Improvements as substantially complete and operational, as certified by the independent engineer in responsible charge of the project, which certification shall include a statement that the system as so improved is then capable of delivering not less than 95% of the required Chicago Water to be supplied to the Southwest System Customers pursuant to this Agreement in the year 2030.

“System Operations Costs” means and includes those costs assigned to the operation and maintenance of the Oak Lawn Regional Water System including System Repairs but not including the cost of Chicago Water pursuant to Section 15.A(1) of this Agreement, Electricity Costs, Pump Station Maintenance Costs, and Transmission Main Maintenance Costs. Costs not itemized on the Budget Template that are not properly charged to any other category of Operations and Maintenance Costs may be added to this definition of System Operations Costs, and allocations of costs shown on the Budget Template may be modified, only by Executive Consent Obtained; *provided, however*, that where Oak Lawn proposes to add a cost to this definition based on generally accepted accounting principles, Oak Lawn may do so without Executive Consent Obtained if it demonstrates that (1) the cost due to such principles is a required item and not a discretionary item, (2) Oak Lawn’s proposed implementation is an efficient and cost effective manner of implementation of the requirement, and (3) the cost does not add a cost to the Southwest System Customers in an amount of more than \$0.0125 (1.25 cents) per 1,000 gallons of Chicago Water delivered times the gallons so delivered in the

Fiscal Year in which it is added; and *provided further* that Oak Lawn may not further increase that cost in any subsequent Fiscal Year without Executive Consent Obtained.

“System Project” means the proposed 2013 Regional System Improvements and each future Oak Lawn Regional Water System acquisition, repair, replacement, improvement or extension, whether paid for by Regional System Revenue Bonds or other sources of funds.

“System Repairs” means, for any Fiscal Year, those acquisitions, repairs, replacements, rehabilitations, or improvements, including for any Emergency Events (each, a *“Repair Item”*), necessary or advisable in the reasonable discretion of Oak Lawn for the continued efficient and effective operation of the Oak Lawn Regional Water System the costs of which do not exceed \$300,000 for Fiscal Year 2014, and for each Fiscal Year thereafter, said sum of \$300,000 adjusted for any increase or decrease in the PPI from that in effect for the year 2014.

“Tax-Advantaged Status” means a status governed by federal income tax law excluding from gross income for federal income tax purposes of the interest on any Bond or Bonds or the entitlement to a credit payment from the United States Treasury as relates to any Bond or Bonds.

“Tax Laws” means the federal income tax laws, as amended from time to time, including but not limited to, Section 141 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations or any rulings promulgated thereunder or as affected by a decision of any court of competent jurisdiction.

“Tinley Park” means the Village of Tinley Park, Illinois.

“Tinley Park Branch System” means a system not owned or operated by Oak Lawn serving Tinley Park, Mokena and New Lenox, and which may serve the Illinois American Water Company at its service area in the Village of Orland Hills and vicinity, and shall not be part of the Oak Lawn Regional Water System.

“Transmission Main Maintenance Costs” means all costs assigned to the maintenance of transmission elements of the Oak Lawn Regional Water System including pipes, and Meters, Valves and Controls, and including System Repairs relating to the same as reflected in the budget as set forth in the Budget Template, and allocated to the Oak Lawn Retail Water System and to each Municipal Customer in accordance with the relative shares as set forth in *Exhibit “H”*.

“Water System” means a municipal water system for the supply of water, including but not limited to all facilities and equipment, land, easements, rights-of-way over lands and waters, pumping, storage facilities, mains, pipelines and appurtenances acquired and used or useful for the purposes of treating, providing and transmitting water to customers of such municipality, and also includes, where in place, such facilities, equipment, land, water rights, easements, rights-of-way, and appurtenances so acquired and used or useful for the purpose of taking and treating water.

“2013 Financing Plan and Parameters” means the Financing Plan and Parameters for the 2013 Regional System Improvements as set forth in *Exhibit “O”* hereto.

“2013 Regional System Improvements” means improvements and expansions to the Oak Lawn Regional Water System determined by Oak Lawn with the goal of providing Municipal Customers with an adequate supply of Chicago Water; and such improvements and expansions shall include but not be limited to the installation of a “West Side Transmission Main” and associated piping, valves, pump station improvements, standby engine generator improvements, and electrical distribution and motor control equipment improvements; and the preliminary description of which improvements is as depicted in *Exhibit “C”* attached hereto; and include, further, all legal, financial, engineering, advisory, Bond issuance and reserves, and other reasonably related costs of providing and financing such improvements or expansions.

“2030 Allocation” means the allocation of Chicago Water each Municipal Customer receives from the IDNR for the year 2030, fixed for purposes of this Agreement at the amounts shown in *Exhibit “D”*.

Certain terms may be defined in the text above and below.

Section 2. Oak Lawn to Serve and Municipal Customers to Take.

A. Basic Duties. Subject to the terms of this Agreement, Oak Lawn will provide and serve Chicago Water to the Municipal Customers through the Oak Lawn Regional Water System, and the Municipal Customers shall take Chicago Water and pay for same.

B. Nature of Payment Obligation; Take or Pay Obligation. Payments to be made under this Agreement shall be an operation and maintenance expense of each Municipal Customer Water System. Each Municipal Customer covenants that it will expressly provide in any future ordinance, resolution or other proceeding which obligates its Municipal Customer Water System for the payment of money that it will expressly declare payments pursuant to this Agreement to be an operation and maintenance expense. All Capital Costs and Charges due and payable hereunder shall be due and payable without setoff or counterclaim and irrespective of whether such supply of Chicago Water is ever furnished, made available or delivered to the Municipal Customer from the 2013 Regional System Improvements or whether any project for the supply of Chicago Water contemplated by this Agreement is completed, operable or operating and notwithstanding any suspension, interruption, interference, reduction or curtailment of the supply of Chicago Water from any such project.

Section 3. Conditions Precedent and Subsequent. It is expressly understood and agreed that any obligation on the part of Oak Lawn to deliver Chicago Water from the Oak Lawn Regional Water System as improved by the 2013 Regional System Improvements shall be expressly conditioned upon the following: (1) the Chicago-Oak Lawn Agreement being in full force and effect during the duration of this Agreement and Oak Lawn’s ability to secure and maintain an adequate supply of Chicago Water under the Chicago-Oak Lawn Agreement. Notwithstanding anything contained herein to the contrary, Oak Lawn shall not be obligated to supply Chicago Water in volume, flow rate or quality in excess of the Chicago Water which

Chicago supplies to Oak Lawn; (2) approval by Chicago when required pursuant to the Chicago-Oak Lawn Agreement; (3) sale of the New Series Bonds, obtaining other financing, or a combination of New Series Bonds and other financing, in an amount or amounts sufficient to assure payment of all costs of the 2013 Regional System Improvements; (4) obtaining all necessary material, labor and equipment necessary for completion of the 2013 Regional System Improvements; and (5) receiving the necessary permits and approvals of all federal, state and local governmental entities and agencies having jurisdiction over the 2013 Regional System Improvements or any aspect of same.

Section 4. Bonds; Finance.

A. Regional System Revenue Bonds. Oak Lawn and the Southwest System Customers understand and agree as to the following: (1) Old Bonds remain outstanding, are the obligations of certain Municipal Customers and are payable directly to Oak Lawn, not as Regional System Revenues, but as an independent obligation of the named Municipal Customers, all as described in *Exhibit "K"*; (2) Oak Lawn intends to issue New Series Bonds to pay the costs of the 2013 Regional System Improvements, some of which costs have already been incurred and paid and will be reimbursed from the proceeds of New Series Bonds; (3) New Series Bonds will be payable from Regional System Revenues; (4) for the proper management and operation of the Oak Lawn Regional Water System in the future, Oak Lawn intends to issue, from time to time, Future Series Bonds, payable from Regional System Revenues; and (5) all such Bonds except the Old Bonds as enumerated shall constitute the "*Regional System Revenue Bonds*".

B. Plan of Finance and Issuance of New Series Bonds for Purposes of 2013 Regional System Improvements. Oak Lawn shall use the proceeds of any New Series Bonds for paying the costs of the 2013 Regional System Improvements and for paying the costs of the refunding of said bonds from time to time in accordance with this Section 4.B and Section 4.C.

(1) Oak Lawn has submitted to the Municipal Customers a plan and parameters for the financing of the construction (collectively, "*2013 Financing Plan and Parameters*") of the 2013 Regional System Improvements with the New Series Bonds. The 2013 Financing Plan and Parameters are set forth in *Exhibit "O"* hereto. The 2013 Financing Plan and Parameters so submitted are hereby approved by the Southwest System Customers.

(2) The issuance of any New Series Bonds by Oak Lawn for the purpose of paying the costs of the 2013 Regional System Improvements shall be conditioned upon the following:

(a) If prior to the issuance of any New Series Bonds for the purpose of 2013 Regional System Improvements, Oak Lawn determines that its proposed financing will be in compliance with the Financing Plan and Parameters, Oak Lawn shall provide written notice to each Municipal Customer of such financing not less than forty-five (45) calendar days prior to the issuance of the New Series Bonds, which notice shall include a discussion demonstrating that the proposed New Series Bonds will be in compliance with the Financing Plan and

Parameters and be accompanied by a certificate from a registered municipal advisor that in his or her (their) opinion, the proposed New Series Bonds will be in compliance with the Financing Plan and Parameters; *provided, however*, that no approval or consent of any kind will be required from the Municipal Customers in connection with the issuance of said New Series Bonds; or

(b) If prior to the issuance of any New Series Bonds for the purpose of paying the costs of the 2013 Regional System Improvements, Oak Lawn determines that its proposed financing will not be in compliance with the Financing Plan and Parameters, Oak Lawn shall provide to each Municipal Customer sufficient information to demonstrate why the proposed New Series Bonds will not comply with the Financing Plan and Parameters and shall explain the details of the proposed New Series Bonds. In this event, Oak Lawn shall not issue any portion of the New Series Bonds without Corporate Consent Obtained. Such consent may be requested for either the specific Bonds then to be issued or for an amendment to the subject Financing Plan and Parameters, or both.

C. Issuance of New Series Bonds for Refunding Purposes. The issuance of any New Series Bonds by Oak Lawn for a refunding purpose shall be conditioned upon the following:

(1) If Oak Lawn determines to issue New Series Bonds for refunding purposes and the proposed debt service for said refunding bonds will be in compliance with the Financing Plan and Parameters, Oak Lawn shall provide written notice to each Municipal Customer not less than forty-five (45) calendar days prior to the issuance of said refunding Bonds, which notice shall include a discussion demonstrating that the proposed New Series Bonds will be in compliance with the Financing Plan and Parameters and be accompanied by a certificate from a registered municipal advisor that in his or her (their) opinion, the proposed New Series Bonds will be in compliance with the Financing Plan and Parameters; then such refinancing may be undertaken by Oak Lawn without the consent of the Municipal Customers; or

(2) If Oak Lawn determines that the proposed debt service on said refunding bonds will not be in compliance with the Financing Plan and Parameters, Oak Lawn shall provide to each Municipal Customer sufficient information to demonstrate why the proposed New Series Bonds will not comply with the Financing Plan and Parameters and shall explain the details of the proposed New Series Bonds. In this event, Oak Lawn shall not issue any portion of the New Series Bonds for refunding purposes without Corporate Consent Obtained. Such consent may be requested for either the specific Bonds then to be issued or for an amendment to the subject Financing Plan and Parameters, or both.

D. *Plan of Finance; Issuance of Future Series Bonds for Non-Refunding Purposes.* The issuance of any Future Series Bonds for non-refunding lawful corporate purposes of the Oak Lawn Regional Water System by Oak Lawn shall be conditioned upon the following:

(1) For any issue of Future Series Bonds that meets each of the following conditions (“*Permitted Borrowings*”);

(a) debt service on all Permitted Borrowings shall not exceed \$100,000 for Fiscal Year 2014 and, for each Fiscal Year thereafter, said sum adjusted for any increase or decrease in the PPI from that in effect for the year 2014; and

(b) the term of any given Permitted Borrowing shall not be longer than ten (10) years;

Oak Lawn shall provide written notice to each Municipal Customer of such Permitted Borrowing not less than thirty (30) days prior to the issuance of same; *provided, however*, that no approval or consent will be required from the Municipal Customers.

(2) Further, for any issue of Future Series Bonds that meets each of the following parameters (“*Emergency Borrowings*”), Oak Lawn shall be authorized to issue such Future Series Bonds:

(a) If the Bonds are to be issued to pay Emergency Event Costs; and

(b) Pursuant to Executive Consent Obtained.

For purposes of this Section 4.D(2), notice to a Municipal Customer shall be by telephone and confirmed in writing immediately by notice pursuant to Section 34 of this Agreement. Consent or denial of consent must be received in writing by email received within one week after the receipt of the written notice.

(3) For any Future Series Bonds that do not constitute Permitted Borrowings or Emergency Borrowings, Oak Lawn shall not issue such Future Series Bonds without Corporate Consent Obtained. Such consent shall be requested pursuant to a new Financing Plan and Parameters relating to the project or improvements then proposed. In the event a Financing Plan and Parameters is approved, each series of Future Series Bonds issued pursuant thereto shall be subject to the same procedural provisions as for New Series Bonds, contained at Section 4.B(2)(a) and (b), as applicable.

(4) In the event that the Southeast System Customers and Oak Lawn enter into the New Southeast Customer Agreement or a Conforming Agreement, the Proportionate Shares are as set forth in the table for that purpose in *Exhibit “E”*. That set of Proportionate Shares is based on the Oak Lawn Regional System being comprised of the physical assets of the System as it exists on the Effective Date and as improved by the 2013 Regional System Improvements. It is possible that a future System Project could be

proposed that provides substantial improvements that benefit only the Southeast System Customers (as opposed to routine maintenance and repair of existing facilities) which proposal would affect Proportionate Shares (increasing same for the Southeast System Customers so served). It is expressly acknowledged that a proposal for Future Series Bonds to pay for such a System Project shall include a new proposed table of Proportionate Shares supported by the Cost Methodology.

E. Issuance of Future Series Bonds for Refunding Purposes. The issuance of any Future Series Bonds by Oak Lawn for refunding purposes shall be conditioned upon the following:

(1) If Oak Lawn determines to issue Future Series Bonds for refunding purposes and the proposed debt service for the refunding bonds will be in compliance with a given Financing Plan and Parameters previously approved pursuant to Subsection D(3) of this Section above, Oak Lawn shall provide written notice to each Municipal Customer not less than forty-five (45) days prior to the issuance of said refunding Bonds, which notice shall include a discussion demonstrating that the proposed Future Series Bonds will be in compliance with the Financing Plan and Parameters and be accompanied by a certificate from a registered municipal advisor that in his or her (their) opinion, the proposed Future Series Bonds will be in compliance with the Financing Plan and Parameters; then such refinancing may be undertaken by Oak Lawn without the consent of the Municipal Customers, or

(2) If Oak Lawn determines that the proposed issuance of Future Series Bonds will not be in compliance with a Financing Plan and Parameters previously approved pursuant to Section 4.D(3), Oak Lawn shall provide to each Municipal Customer sufficient information to demonstrate why the proposed Future Series Bonds will not comply with the Financing Plan and Parameters and shall explain the details of the proposed Future Series Bonds. In this event, Oak Lawn shall not issue Future Series Bonds for refunding purposes without Corporate Consent Obtained. Such consent may be requested for either the specific Bonds then to be issued or for an amendment to the subject Financing Plan and Parameters, or both.

F. Cash Contributions. A Municipal Customer may provide a cash contribution at the time Oak Lawn proposes to issue any Bonds which are not Permitted Borrowings, Emergency Borrowings or Bonds to be issued to the IEPA pursuant to its water facilities loan program (or successor program) upon the terms and conditions as follows:

(1) Within thirty (30) days after receipt of notice by Oak Lawn of its intention to issue such Bonds, a Municipal Customer shall notify Oak Lawn of its intention to deliver cash for all or a part of such Municipal Customer's Proportionate Share of such Bond issue. Such notice shall be irrevocable and shall bind the Municipal Customer to pay to Oak Lawn for deposit into the appropriate project or refunding account the amount of such cash on or before the date of the closing of such Bonds. Oak Lawn shall reduce the size of the proposed Bond issue by the amount of the cash contribution to be supplied by the Municipal Customers.

(2) In consideration of the cash contribution, the Municipal Customer shall be deemed to have loaned the Oak Lawn Regional Water System such cash and have acquired a repayment obligation calculated as if the Municipal Customer shall have acquired a Bond having the position of a third lien Bond within the accounts of the Oak Lawn Regional Water System, which third lien Bond shall be deemed to amortize at the same rate, bearing the same rate or rates of interest, for the same term of years as the Bonds against which the cash contribution shall have been made.

(3) In each month in which a Capital Costs and Charges payment is due, Oak Lawn shall assess the amount necessary to repay the loan represented by the deemed Bond described above, including assessing the Municipal Customer to whom the repayment is due. Upon the payment due dates of the loan represented by the deemed Bond described above, the Municipal Customer shall be credited with the amounts so due to the extent funds are available in the fund or account from which third lien Bonds are payable, such credit to be applied against the next monthly bill due from such Municipal Customer for all its share of Aggregate Costs.

G. Other System Project and Related Financing Permitted. Notwithstanding any other provision of this Agreement, Oak Lawn may proceed with a System Project and the payment of the costs of such System Project upon the following terms and conditions:

(1) Oak Lawn shall have sought approval of such System Project and related financing, if financing is contemplated, in accordance with the other terms and conditions of this Agreement and shall not have received the necessary consent (either Executive Consent Obtained or Corporate Consent Obtained, as applicable) to such System Project or to the related issuance of Future Series Bonds.

(2) Oak Lawn shall notify the Municipal Customers of its intent to acquire and construct the System Project notwithstanding that consent has not been obtained.

(3) Oak Lawn shall construct and operate the System Project in such a manner as shall not have any adverse impact on or be detrimental to its ability to provide Chicago Water to all the Municipal Customers as required by this Agreement.

(4) The cost of such System Project shall be borne by Oak Lawn itself or by Oak Lawn and such other persons as may agree to pay for all or a portion of same pursuant to payments which are to be made either by a source of funds other than revenues of a Municipal Customer Water System (such as cash on hand not derived from Regional System Revenues or the proceeds of general obligation bonds) or, if payable from revenues of a Municipal Customer Water System, such payments are wholly subordinated to all payments of such Municipal Customer due under the terms of this Agreement.

Section 5. Limitation of Use of Oak Lawn Regional Water System. Without Executive Consent Obtained of the Municipal Customers affected by the proposed retail sales, Oak Lawn shall not engage in retail sales or distribution of Chicago Water to any residents or

customers of (a) the Municipal Customers (except for customers of the Oak Lawn Retail Water System) or (b) the Municipal Customers' customers.

Section 6. Water Supply.

A. Serve and Purchase Full Water Requirements; Exceptions. Subject to the provisions stated in this Agreement, each Municipal Customer agrees to purchase from Oak Lawn, and Oak Lawn agrees to sell to such Municipal Customer, an amount of Chicago Water necessary to serve its Full Water Requirements; *provided, however*, that Oak Lawn's obligation to each Municipal Customer to deliver Chicago Water hereunder shall be limited as follows: (1) prior to the completion of construction of the 2013 Regional System Improvements, the amount of Chicago Water to be delivered to any Municipal Customer shall be subject to the limitations of the existing Oak Lawn Regional Water System; (2) for all Municipal Customers, to a maximum annual amount determined on the basis of the then Current Year Allocations of such Municipal Customer and any wholesale customer of such Municipal Customer; and (3) for all Municipal Customers, to a maximum daily amount not in excess of such Municipal Customer's Daily Peaking Factor. The Parties understand and agree that the Oak Lawn Regional Water System may likewise serve the Oak Lawn Southeast System, as described above. In the event that due to limitations of the Lake Michigan Water allocations by IDNR or Oak Lawn Regional Water System incapacities, the Full Water Requirements of a Municipal Customer are not able to be served, Municipal Customers may seek an alternate source of supply of water to provide the difference between what the Oak Lawn Regional Water System is capable of providing, taking into account such IDNR allocations, and Full Water Requirements. The Oak Lawn Regional Water System incapacities giving rise to the ability of Municipal Customers to seek an alternate source of supply of water must be evidenced by either (a) express acknowledgement by Oak Lawn or (b) failure or inability of the Oak Lawn Regional System to deliver the Full Water Requirements to a Municipal Customer for not less than ten (10) days a month for three (3) consecutive months, which failure or inability is not due to (i) a break or damage to the Oak Lawn Regional Water System which is being repaired or (ii) construction or reconstruction within the Oak Lawn Regional Water System pursuant to the Asset Management Program.

B. Continuous Water Supply. Oak Lawn undertakes to use reasonable care and diligence to provide a continuous supply of Chicago Water as herein provided for, but reserves the right at any time to turn off temporarily the Chicago Water in its mains for emergency and maintenance purposes. Oak Lawn shall give to the Municipal Customers notice not less than fourteen (14) days in advance of any such turn-off, except that in emergencies it shall give notice which is reasonable under the particular circumstances of any turn-off for emergency purposes. If, at any time during the term of the Agreement, the Total Regional System Design Capacity Available, as set forth in *Exhibit "D"*, is demonstrated to be less than that set forth in *Exhibit "D"*, based upon the methodology set forth for long-term capacity in *Exhibit "L"*, then, Oak Lawn shall immediately undertake a system design capacity study to determine the cause of the deficiency. Such study shall be performed by an independent consulting engineer and the result of the study, including its recommendations, shall be provided to the Municipal Customers for review and comment. If the deficiency is the result of an operational or maintenance issue requiring no improvement to the Oak Lawn Regional Water System, Oak Lawn shall correct the cause of the deficiency as soon as practicable and demonstrate that the System design capacity

has been restored. If the deficiency requires further improvements to the Oak Lawn Regional Water System to correct, Oak Lawn shall coordinate and provide such improvements as soon as practicable. Such improvements shall be deemed a "System Project" and shall generally entail: (1) commencing a study of the improvement needed; (2) preparing a design (*i.e.*, plans and specifications) of the improvement; and (3) obtaining funding pursuant to this Agreement and thereupon constructing the improvement. In addition to any other rights under this Agreement, the Municipal Customers shall have the right to review and comment on the proposed System Project and all related studies and designs prepared by or for Oak Lawn.

C. Delivery of Additional Water. Each Municipal Customer may request from Oak Lawn the use of Available Capacity during the term of this Agreement. Such a request shall be for up to a one-year period as specified in the request. Such use shall not be unreasonably denied by Oak Lawn, *provided* that: (1) an independent consulting engineer selected by Oak Lawn has determined that Available Capacity exists using the methodology set forth in *Exhibit "L"* and such determination has been approved by the Executive Consent Obtained of Municipal Customers having not less than seventy-five percent (75%) of the 2030 Allocations; (2) the requesting Municipal Customer's use of Available Capacity will not cause the Municipal Customer to exceed its Current Year Allocation for the year in which the request is made, except to the extent permitted by law; (3) the requesting Municipal Customer's use of Available Capacity will not adversely affect Oak Lawn's ability to deliver Chicago Water to other Municipal Customers as required by contracts with those Municipal Customers; and (4) the requesting Municipal Customer's use of Available Capacity does not compromise Oak Lawn's ability to comply with the terms and conditions of the Chicago-Oak Lawn Agreement. The Parties understand that the use of Available Capacity, if granted, may occasionally cause a Municipal Customer to exceed the Daily Peaking Factor. Such excess use will not be construed as a breach of this Agreement *provided* the aforementioned Available Capacity use provisions have been satisfied. Municipal Customers shall compensate Oak Lawn for the use of Available Capacity in accordance with Section 15.

D. Curtailment. If it becomes necessary for Oak Lawn to limit its delivery of Chicago Water to Municipal Customers or Future Water Customers for any reason, then each Municipal Customer, and each Future Water Customer whose water supply agreement provides for a pro rata share in the event of curtailment, shall be entitled to receive a share of Chicago Water during such period of curtailment as determined by the ratio of its Current Year Allocation (or such lesser amount to which such Customer may be entitled pursuant to its water supply agreements) to the sum of the Current Year Allocations (or such lesser amount to which such Customer may be entitled pursuant to its water supply agreements) of all such entities entitled to Chicago Water.

E. Pressure at Delivery. Oak Lawn shall supply Chicago Water to the Municipal Customers at their respective Points of Delivery at a pressure sufficient to deliver the Chicago Water and, from and after the date the 2013 Regional System Improvements are Substantially Complete and Operational, the pressure at the meter at each Point of Delivery shall in no event be less than 20 pounds per square inch, except when permitted by federal or state law. Oak Lawn shall not provide Chicago Water at a pressure such that it may cause damage to the Municipal Customers' Water Systems.

F. Certain Water Quality Provisions. Oak Lawn shall provide Chicago Water at each Municipal Customer Point of Delivery of a quality not less than as provided under the Chicago-Oak Lawn Agreement. If said water quality degrades below that required under the Chicago-Oak Lawn Agreement and a means of correction is available to Oak Lawn as a result of the completion of the 2013 Regional System Improvements, Oak Lawn shall use all commercially reasonable efforts to correct the degradation. If said water quality degrades below that required by the Chicago-Oak Lawn Agreement and no means of correction is available to Oak Lawn to correct the degradation without further improvement to the Oak Lawn Regional Water System, Oak Lawn shall coordinate and provide such improvements as soon as practicable. Such improvements shall be deemed a "System Project" and shall generally entail: (1) commencing a study of the improvement needed; (2) preparing a design (*i.e.*, plans and specifications) of the improvement; and (3) obtaining funding pursuant to this Agreement and thereupon constructing the improvement. In addition to any other rights under this Agreement, the Southwest System Customers shall have the right to review and comment on the proposed System Project and all related studies and designs prepared by or for Oak Lawn.

Section 7. Certain Permitted Service and Connections.

A. Municipal Customer Service and Connections Generally. Each Municipal Customer shall have the exclusive right to serve and distribute Chicago Water to: (1) its current customers, whether or not within its corporate limits; (2) future customers on land presently located within its limits; (3) future customers on land lawfully annexed by it; and (4) future customers not within its corporate limits, subject to the provisions of the Chicago-Oak Lawn Agreement. Municipal Customers shall have the right to maintain and use existing wells or other alternate sources of water to meet emergency needs when Oak Lawn is not able to provide Full Water Requirements to such Municipal Customers. Municipal Customers shall have the right to maintain and use emergency connections with adjacent communities for mutual assistance purposes. The emergency well or alternate supply usage or emergency connections shall not be used without notifying Oak Lawn within forty-eight (48) hours after a required use.

B. Wholesale Service and Connections Recognized. Oak Lawn and all the Municipal Customers expressly recognize the full right and privilege of (i) Tinley Park through the Tinley Park Branch System to serve Tinley Park, Mokena, New Lenox and the Illinois American Water Company within its service area in the Village of Orland Hills and vicinity within the Current Year Allocations provided, (ii) Orland Park through its Municipal Customer Water System to serve the Illinois American Water Company within its service area in the area commonly known as "Alpine Heights" and vicinity within the Current Year Allocations provided, and (iii) Tinley Park or Mokena through its respective Municipal Customer Water System to serve the Illinois American Water Company within its service area in the area commonly known as "Arbury Hills" and vicinity within the Current Year Allocations provided.

C. Oak Lawn Service and Connections. Subject to the provisions of Sections 7.A and 7.B and Section 6.A, Oak Lawn shall have the sole and exclusive right to service the Municipal Customers and Future Water Customers, not located within any Municipal Customer's corporate limits, through the Oak Lawn Regional Water System; *provided, however*, that with respect to such Future Water Customers which are not within the Oak Lawn Southeast System, Oak Lawn

is able to adequately and fully service not only Municipal Customers' water requirements as provided in this Agreement, but also all customers being serviced through the Oak Lawn Regional Water System at such time pursuant to such agreements as are then in place; and *provided further* that any such additional customer is to be served with facilities designed and constructed in accordance with sound engineering principles. In the event that the Southeast System Customers do not enter into the New Southeast Customer Agreements, the Municipal Customers which are Parties to this Agreement acknowledge the existence of the Oak Lawn Southeast System and the obligations of the Oak Lawn Regional Water System to deliver water for the duration of the Existing Southeast Customer Contracts. Further, upon the final expiration of such Existing Southeast Customer Contracts, as in effect at this time, said Municipal Customers acknowledge the full right of Oak Lawn to continue to serve the Oak Lawn Southeast System, subject to the municipalities which are served by the Oak Lawn Southeast System becoming, at such time, Future Water Customers as provided herein.

D. Emergency Customers. Oak Lawn may enter into mutual assistance agreements for emergency service with other suppliers of water; *provided*, that such service, if it is not limited to being provided solely from the Oak Lawn Reserved Share, shall be subject to the limitations as follows: "emergency" for purposes of this limitation shall exclude seasonal peaking requirements and shall generally be limited to system breaks, temporary loss of supply, or similar events; and, *provided, further*, if such emergency service results in any curtailment of service to the Southwest System Customers, such emergency service shall not continue beyond five (5) days during the period from May 15 and ending September 15 of any year or ten (10) days during any other period. Oak Lawn may also provide emergency service without meeting the requirements or beyond the limits set forth in this paragraph pursuant to Executive Consent Obtained. For purposes of this paragraph, Executive Consent Obtained shall be provided or denied within forty-eight (48) hours after notice from Oak Lawn. For purposes of this section, notice to a Municipal Customer shall be by telephone and confirmed in writing immediately by notice pursuant to Section 34.

E. Other Service by Amendment. Except as otherwise provided in this Agreement, upon written amendment to this Agreement, Municipal Customers may service other municipalities or private entities, not located within their corporate limits, through or with Chicago Water supplied by the Oak Lawn Regional Water System, upon such terms and conditions as may be agreed to by Oak Lawn and each (100%) of the Municipal Customers affected.

Section 8. Certain Mutual Storage, Operation and Conservation Provisions; Asset Management Program; Certain System Project and Related Financing Permitted.

A. Municipal Customer Storage Requirements. Each Municipal Customer shall maintain and operate, at its own cost and expense, facilities for the storage of Chicago Water sufficient in the aggregate to store not less than two (2) times its respective average day's use of water (calculated on an average annual daily basis).

B. Operation of Municipal Customer Water Systems. Municipal Customers agree to operate their respective Municipal Customer Water System from the Point of Delivery on to the

Municipal Customer's customers in such a manner as to not place the Oak Lawn Regional Water System in jeopardy of failing to meet: (1) the regulations of any agency or governmental authority having jurisdiction in the operation of public water supplies; or (2) the commitments to other Municipal Customers and to Future Water Customers and to Chicago (except when such commitments could be in violation or derogation of Oak Lawn's obligations to Municipal Customer's rights under this Agreement). If a Municipal Customer shall fail to operate its respective Municipal Customer Water System as described in this Section 8.B after ninety (90) days written notice to do so by Oak Lawn, or in the case of an emergency, such reasonable notice as may be given under the circumstances, Oak Lawn may, in the reasonable discretion of Oak Lawn, (a) turn-off or curtail its delivery of Chicago Water to said Municipal Customer or (b) repair or replace, but is not obligated to, the appropriate parts of said Municipal Customer Water System, as is necessary for the proper operation of the Oak Lawn Regional Water System, and the cost of such repairs or replacement, including engineering costs, attorney's fees, and permitting fees relating thereto, shall be charged to and paid by said Municipal Customer. No such non-emergency repair or replacement of a Municipal Customer Water System shall be performed by Oak Lawn without first obtaining all necessary permits from entities with jurisdiction over the proposed repair or replacement, which permits, if to be issued by such Municipal Customer, shall not be unreasonably withheld. Upon request from Oak Lawn, each Municipal Customer will provide to Oak Lawn access to SCADA system near real-time data, including daily and weekly tallies, sufficient to allow monitoring of operating conditions within its Municipal Customer Water System (and, for Municipal Customers that provide Chicago Water to wholesale customers, further, of the operating conditions of the water systems of each of such wholesale Chicago Water customers), which access to such data shall be provided not later than one year after such request but in no event prior to the date which is one year after the 2013 Regional System Improvements are Substantially Complete and Operational.

C. Notice in Certain Events Regarding Water Supply. Municipal Customers also agree to notify Oak Lawn as promptly as possible of all emergency and other conditions which may directly or indirectly affect the quantity or the quality of the Chicago Water received hereunder or the Oak Lawn Regional Water System.

D. Conservation. Each Municipal Customer further agrees to take measures to conserve and prevent waste of water and not to exceed its respective Daily Peaking Factor, except as provided in Section 6.C of this Agreement.

E. In General—Operation of Oak Lawn Regional Water System. Oak Lawn will take all steps necessary so that the Oak Lawn Regional Water System may at all times be operated advantageously and efficiently, and in compliance with all applicable federal, state and local laws, codes, ordinances, rules and regulations. To that end, Oak Lawn shall take steps to incorporate best practices for the operation, administration and management of the Oak Lawn Regional Water System which include, without limitation, the following:

- (1) Maintenance of the Oak Lawn Regional Water System in good working order, completing necessary repairs in a manner consistent with good utility practices, and maintaining proper documentation of same.

(2) Exercise all valves in the Oak Lawn Regional Water System not less than once every twenty-four (24) months, and provide a report or other suitable documentation to the Municipal Customers demonstrating completion and results after implementation of the 2013 Regional Water System Improvements.

(3) Response to emergency situations involving the Oak Lawn Regional Water System, such as main breaks, pump failures and other emergency situations, immediately upon identifying the emergency, and maintenance of an adequate inventory of spare parts and materials, such as pipes and valves, as well as contractors ready and available to respond on short notice to ensure completion of necessary repairs in a timely manner.

(4) Not later than one year after the 2013 Regional System Improvements are Substantially Complete and Operational, provide access to SCADA system near real-time data, including daily and weekly tallies, sufficient to allow monitoring of operating conditions of the Oak Lawn Regional Water System.

(5) Provide the following reports to the Municipal Customers upon request: (i) daily flow reports, and (ii) such annual, monthly and other flow and usage reports normally produced by Oak Lawn; *provided, however*, that this provision is not intended to require Oak Lawn to create reports that it does not regularly produce.

(6) Conduct a leak detection survey of not less than ten (10%) percent of the Oak Lawn Regional Water System on an annual basis to determine water losses in the System and identify areas of the Oak Lawn Regional Water System requiring improvements to resolve leakage, including provision of a written report to the Municipal Customers describing all findings and recommendations from the surveys.

(7) Conduct regular monitoring and testing of all cathodic protection systems used as part of the Oak Lawn Regional Water System, and identify where operating conditions and/or levels of protection may have changed, with copies of reports of such testing and analysis to be provided to the Municipal Customers upon request, when available.

F. Asset Management and Asset Management Program. Oak Lawn will identify and implement best management practices and standards for the Oak Lawn Regional Water System. To that end, within two (2) years after the Effective Date, Oak Lawn will provide an Asset Management Program. The Asset Management Program shall thereafter be updated annually. To be effective for the provisions of this Agreement, the Asset Management Program and any annual updates must be approved by Executive Consent Obtained. Upon such consent, Oak Lawn shall implement such Asset Management Program.

Section 9. Measuring Equipment.

A. Measuring Supply to Municipal Customers. Oak Lawn shall assume ownership of, as part of the Oak Lawn Regional Water System, and each Municipal Customer shall convey by

bill of sale to Oak Lawn for use in the Oak Lawn Regional Water System, the existing Meters, Valves and Controls for water delivery at the Points of Delivery to Oak Forest, Orland Park and Tinley Park North and Tinley Park South. Oak Lawn shall, from and after the Effective Date of this Agreement, furnish, install, operate, maintain, repair and replace at each Municipal Customer's respective sole cost and expense at the Point of Delivery the necessary Meters, Valves and Controls, which shall remain the property of the Oak Lawn Regional Water System. The Meters, Valves and Controls shall be of a type meeting the standards of the American Water Works Association for properly measuring the quantity of Chicago Water delivered under this Agreement. Such Meters, Valves and Controls shall be located upon land provided by or available to each Municipal Customer pursuant to Section 11. Both Oak Lawn and each Municipal Customer, respectively, shall have access to such Meters, Valves and Controls for examination and inspection at all reasonable times, *provided* that Oak Lawn's access to the Meters, Valves and Controls shall be with prior notice to, and supervision by, personnel of the Municipal Customer. The reading for billing purposes, calibration and adjustment thereof shall be performed only by the employees or agents of Oak Lawn and only with Oak Lawn's authorization.

B. Annual Calibration. Not less than once in each Fiscal Year, Oak Lawn shall (1) for meters that can be calibrated in place, calibrate its meters in the presence of respective representatives of the Municipal Customers, and such Parties shall jointly observe any adjustments which are made to the meters in case any adjustments shall be necessary, and (2) for meters that must be removed for calibration, coordinate with the Municipal Customer affected as to the time for such removal and calibration, identify to the Municipal Customer the testing company Oak Lawn proposes to use for the calibration, and provide to the Municipal Customer a copy of any calibration reports and documentation showing the calibration results and any repairs or adjustments that are made. Except as otherwise expressly provided, the measurement of Chicago Water for the purpose of this Agreement shall be solely by Oak Lawn's meters located at the Points of Delivery.

C. Check Meters. Each Municipal Customer may, at its option, require that Oak Lawn furnish and install a check meter at the expense of the Oak Lawn Regional Water System, which expense shall be deemed a Transmission Main Maintenance Cost, in the event that Oak Lawn elects to modify the configuration of the Meters, Valves and Controls at that Municipal Customer's Point of Delivery as such Meters, Valves and Controls existed as of the Effective Date. Any such meter installed for a Municipal Customer will, upon acceptance by the Customer, be owned and operated by that Municipal Customer, provided each check meter does not interfere with the accuracy of the Oak Lawn meter. All check meters shall be of a type meeting the standards of the American Water Works Association for properly measuring the quantity of Chicago Water and shall be subject to inspection and examination by any employee or agent of Oak Lawn, but the calibration and adjustment thereof shall be only by the Municipal Customer, except during any period when a check meter may be used under the provisions of this Section for measuring the amount of Chicago Water delivered to the Municipal Customer, in which case such meters shall be calibrated by Oak Lawn in the presence of respective representatives of such Party and the Parties shall jointly observe any adjustment in case any adjustment is necessary. Except as may be expressly otherwise provided or agreed, the

measurement of Chicago Water for the purpose of this Agreement shall be solely by Oak Lawn's meters located at the Points of Delivery.

D. Variance. If any Party at any time observes a variation between a delivery meter and a check meter, or any other evidence of meter malfunction, such Party shall promptly notify the other affected Party and the affected Parties shall then cooperate to procure an immediate calibration test and adjustment of such meter or may request an independent testing and adjusting service, and shall jointly observe any such adjustment. Each Party shall give the other Party not less than forty-eight (48) hours notice of the time of all tests of meters so that the other Party may have a representative present. If said representative is not present at the time set in such notice, calibration and adjustment may, notwithstanding any other provision of this Section, proceed in the absence of said representative. If such test shall show any meter to be registering within two percent (2%) (plus or minus) of the correct quantity, it shall be considered accurate and the cost of all such testing shall be borne by the Party claiming the variation. If any such test shows any meter to be measuring incorrectly, (plus or minus) to any extent greater than two percent (2%) of the correct quantity, an adjustment shall be made with respect to the amount paid or to be paid to Oak Lawn for Chicago Water passing through such meter by mutual agreement between Oak Lawn and the affected Municipal Customer based upon the best data available, for a period extending back to the time when such inaccuracy began if such time is ascertainable, or for a period extending back one-half of the time elapsed since the last date of calibration (but in no event further back than a period of six months) if such time is not ascertainable, and the costs of such testing shall be borne by the Party responsible for the Meter.

E. Notice of Testing and Calibration. Each Party shall give the other affected Party not less than forty-eight (48) hours notice of the time of all tests of meters so that the other Party may have a representative present. If said representative is not present at the time set in such notice, calibration and adjustment may, notwithstanding any other provision of this Section, proceed in the absence of said representative. Every effort shall be made to perform meter maintenance and calibration during periods that are not high water demand periods, and during which water conservation rules are not in effect.

F. Unit of Measurement. The unit of measurement for Chicago Water delivered under this Agreement shall be one thousand (1000) gallons of water, U.S. Standard Liquid Measure, and all measuring devices shall be so calibrated unless Oak Lawn and the Municipal Customers agree otherwise in writing. Should it become necessary or desirable to use cubic feet as the unit of measurement, the basis of conversion shall be that 7.48052 gallons is equivalent to one cubic foot.

G. Meter Malfunctions. If, for any reason, any meter is out of service or in disrepair so that the amount of Chicago Water delivered cannot be ascertained or computed from the reading thereof, then the Chicago Water delivered during the period such meter is out of service or in disrepair shall be deemed to be the registration of the check meter if one has been installed and is measuring accurately, or, in the event that no check meter has been installed or the check meter is registering inaccurately, shall be estimated:

(i) By correcting the error if the percentage of the error is ascertainable by calibration tests or mathematical calculations; or

(ii) If the error is not ascertainable by calibration tests or mathematical calculations, by estimating the quantity of delivery by considering deliveries during preceding periods under similar conditions when the meter or meters were registering accurately.

Section 10. Ownership.

A. Title to Chicago Water. Title to Chicago Water supplied hereunder shall remain with Oak Lawn to each Point of Delivery and, upon passing into the respective Municipal Customer Water System at the Point of Delivery, title to the Chicago Water shall pass to that Municipal Customer.

B. Oak Lawn Ownership. The ownership of the Oak Lawn Regional Water System including all System Projects is and shall be vested in Oak Lawn (except for the Orland Spur One Main and the Orland Spur Two Main, which shall be owned by Orland Park) and responsibility for the maintenance and repair of the Oak Lawn Regional Water System shall be solely that of Oak Lawn.

Section 11. Transfer of Property Rights.

A. Conveyance of Southwest Customer Easements. The Southwest Customers agree to grant or provide the following interests in land or property in connection with the following elements of the Oak Lawn Regional Water System, to the extent that these elements are on land or property owned by the particular Southwest Customer:

(1) Oak Forest, Orland Park and Tinley Park shall grant to Oak Lawn such easements, licenses or rights of access for Oak Lawn to Meters, Valves and Controls and other related facilities to be operated by Oak Lawn pursuant to Section 9.A as are reasonably necessary for Oak Lawn's operation of the Oak Lawn Regional Water System, within ninety (90) days after Oak Lawn provides notice and a proposed form of grant to the affected Southwest System Customer; and

(2) the affected Southwest System Customers shall grant to Oak Lawn the necessary easements, licenses, permits or rights of access for those portions of the 2013 Regional System Improvements described in the nine bid packages listed in *Exhibit "C"*, within ninety (90) days after Oak Lawn provides notice and a proposed form of grant to

the affected Southwest System Customer for a particular bid package for which the easement, license, permit or right of access is necessary; and

(3) an easement, license, permit or right of access for an existing element of the Oak Lawn Regional Water System that Oak Lawn discovers is in place as of July 1, 2013 on land or property owned by a Southwest System Customer, within one hundred eighty (180) days after Oak Lawn provides a written request pursuant to notice and a proposed form of grant to the affected Southwest System Customer for that particular element that is fully described in the notice, and for which there is no easement, license, permit or right of access in place as of the date of the notice.

Any easement, license, permit or right of access requested by Oak Lawn pursuant to this Section shall not require the Southwest System Customer to relocate, alter or modify existing improvements or facilities in any way that would disrupt the continued operations and purposes of that Southwest System Customer. Oak Lawn agrees that any costs and expenses (such as legal or engineering fees) incurred by the Southwest System Customers in connection with the provision of any such easements, licenses or other rights to Oak Lawn shall be reimbursed by Oak Lawn as a cost of the Oak Lawn Regional Water System. The Southwest System Customers agree to reasonably assist (at the expense of the Oak Lawn Regional Water System) with the acquisition of other easements, licenses or rights of access on land or property located within their respective boundaries, upon written request from Oak Lawn that identifies a specific parcel of land or property.

B. Acquisition of Property. Oak Lawn shall, immediately after the Effective Date of this Agreement, commence all actions necessary to acquire all easements, licenses, and rights of access not already owned by Oak Lawn necessary for construction and operation of the 2013 Regional System Improvements or for continued effective operation of the Oak Lawn Regional Water System and to fulfill the requirements of Section 13. All such easements, licenses, and rights of access shall be obtained by Oak Lawn at Oak Lawn's expense as a cost of the Oak Lawn Regional Water System.

C. License to Use the Orland Spur One Main. For the term of this Agreement, Orland Park hereby grants to Oak Lawn a license to operate, use, maintain, test, inspect, repair, remove, and replace, together with all reasonable rights of ingress and egress necessary for the exercise of the license, as a part of and an expense of the Oak Lawn Regional Water System, the Orland Spur One Main. The Orland Spur One Main is owned by Orland Park and such ownership shall continue to be held by Orland Park. Orland Park reserves the right (i) to test and inspect the Orland Spur One Main at any time without notice to Oak Lawn, and (ii) to repair, or to remove and replace, the Orland Spur One Main following notice to Oak Lawn and Oak Lawn's failure to complete the necessary repair, or removal and replacement, following ninety (90) days notice to Oak Lawn of the need for the repair, or removal and replacement. Orland Park will submit evidence of all costs and expenses incurred in connection with any such repair, or removal and replacement, and such costs and expenses shall be reimbursed by Oak Lawn to Orland Park and such costs and expenses shall be treated by Oak Lawn as costs and expenses of Oak Lawn Regional Water System.

D. *Conveyance of and License to Use the Orland Spur Two Main.* As part of the 2013 Regional Water System Improvements, Oak Lawn will design, construct and install the Orland Spur Two Main, the cost of which will be borne and paid for by Orland Park as part of Orland Park's share of the Capital Costs and Charges. Oak Lawn shall include alternate bid items in the bid package for the Orland Spur Two Main for alternate pipe sizes for the Main that are larger than 24-inches in diameter as requested by Orland Park. Oak Lawn shall notify Orland Park of the prices received for the alternate pipe sizes; in the event that Orland Park notifies Oak Lawn that Orland Park elects to have the Main be constructed in one of the alternate pipe sizes, Oak Lawn shall include the alternate pipe size elected by Orland Park in the contract for that bid package. Within thirty (30) days after completion and final approval of the Main and the submission of an invoice by Oak Lawn to Orland Park therefor, Orland Park shall reimburse Oak Lawn for the additional cost of construction of the Main resulting from the election of the alternate pipe size, and Orland Park shall not pay any additional amount as a part of the Capital Costs and Charges due to the election of the alternate pipe size. Upon completion and final acceptance, Oak Lawn will convey the Orland Spur Two Main to Orland Park by a bill of sale from Oak Lawn to Orland Park. After completion of that conveyance, for the remaining term of this Agreement: (i) Orland Park hereby grants to Oak Lawn a license to operate, use, maintain, test, inspect, repair, remove, and replace, together with all reasonable rights of ingress and egress necessary for the exercise of the license, as a part of and an expense of the Oak Lawn Regional Water System, the Orland Spur Two Main; (ii) the Orland Spur Two Main will be owned by Orland Park and such ownership shall continue to be held by Orland Park; and (iii) Orland Park reserves the right (a) to test and inspect the Orland Spur Two Main at any time without notice to Oak Lawn, and (b) to repair, or to remove and replace, the Orland Spur Two Main following notice to Oak Lawn and Oak Lawn's failure to complete the necessary repair, or removal and replacement, following ninety (90) days notice to Oak Lawn of the need for the repair, or removal and replacement. Orland Park will submit evidence of all costs and expenses incurred in connection with any such repair, or removal and replacement, and such costs and expenses shall be reimbursed by Oak Lawn to Orland Park and such costs and expenses shall be treated by Oak Lawn as costs and expenses of Oak Lawn Regional Water System.

Section 12. Construction by Municipal Customers. The Municipal Customers will with all practicable speed, prepare and complete plans for the construction of their respective Municipal Customer Improvements. Each Municipal Customer will ensure that its respective (1) Municipal Customer Improvements and (2) Future Improvements to its respective Municipal Customer Water System performed by the Municipal Customer, shall be made in accordance with sound engineering principles, constructed in a reasonable and workmanlike manner and designed in a manner compatible with the Oak Lawn Regional Water System to allow effective delivery of Chicago Water to such Municipal Customer. Oak Lawn shall have the right, but not the obligation, to review and comment on all studies, construction drawings, and contract documents for the construction of said Municipal Customers Improvements and Future Improvements. Oak Lawn's approval shall not be unreasonably withheld. Upon completion, the Municipal Customer Improvements shall be deemed part of the respective Municipal Customer Water System.

Section 13. Coordination and Completion of the 2013 Regional System Improvements and Future Projects.

A. 2013 Regional System Improvements. Oak Lawn will construct the 2013 Regional System Improvements with due diligence. Oak Lawn will undertake to work and cooperate with the Municipal Customers to establish construction schedules which will efficiently cause acquisition and construction of the System Projects that comprise the 2013 Regional System Improvements so as to meet the needs of the Municipal Customers with minimal disruptions of service, and the Municipal Customers shall likewise work and cooperate with Oak Lawn to such end and to provide such facilities within each respective Municipal Customer Water System as will permit the Oak Lawn Regional Water System to efficiently serve such needs. Subject to *force majeure*, Oak Lawn will complete the 2013 Regional System Improvements by December 31, 2018. Further, Oak Lawn shall proceed with due diligence to construct the 2013 Regional System Improvements in accordance with the schedule as set forth in *Exhibit "C"*. Oak Lawn shall not change any route approved herein for the 2013 Regional System Improvements to a route which is not through Cook County Forest Preserve District land without Corporate Consent Obtained. Further, Oak Lawn shall not award a Bid Package in the event the cumulative price of said Bid Package and all Bid Packages previously awarded exceeds five percent (5%) of the currently estimated cost of \$171,000,000, without Executive Consent Obtained.

B. Contracts. All contracts and agreements for work contemplated by this Agreement shall be awarded by Oak Lawn pursuant to the procurement requirements of Oak Lawn's municipal code and in compliance with any procurement requirements of the IEPA (as and if applicable), except where another process is proposed by Oak Lawn and approved by two-thirds of Oak Lawn's corporate authorities. Oak Lawn shall include in all contracts and agreements for the design and construction of the 2013 Regional System Improvements and any future System Projects such terms and conditions that will provide reasonable and sufficient protection for Oak Lawn and the Municipal Customers to ensure the prompt and timely completion of the 2013 Regional System Improvements and future System Projects, as applicable. Such terms and conditions shall include, without limitation, submission of work schedules for review and approval, performance bonds and labor and material payment bonds from sureties with appropriate ratings and assets for the specific project, and liquidated damages.

Section 14. Air Gap. Each Municipal Customer shall install and maintain an Oak Lawn approved backflow prevention device immediately downstream of the Point of Delivery. Such device (or devices) shall take the form of an air gap. Air gap based backflow prevention shall provide a minimum of six (6) inches between the highest possible receiving water level in the Municipal Customer's Water System and the point of discharge to the air gap. No water utilization equipment, service connections, etc., shall be connected to the Municipal Customer's Water System between the Point of Delivery and the Oak Lawn approved backflow prevention device.

Section 15. Price and Terms of Payment; Certain Limits on Rates and Charges; True Up; Recognition of Lien of Bonds. In the periods as indicated, each of the Municipal Customers shall pay to Oak Lawn its respective share of Aggregate Costs and other amounts due upon the

terms set forth. In each Fiscal Year, Oak Lawn shall provide a summary of Aggregate Costs to each of the Municipal Customers in the Aggregate Costs Template included in *Exhibit "Q"*, or such other format as may be approved by Executive Consent Obtained.

A. Operation and Maintenance Costs. All elements of Operation and Maintenance Costs shall be due and payable monthly and shall be in default if not paid within thirty (30) days after the due date.

(1) Each Municipal Customer shall pay an amount equal to the amount payable by the Oak Lawn Regional Water System to Chicago for the month pursuant to the Chicago-Oak Lawn Agreement or any successor agreement for the measured amount of Chicago Water delivered by Oak Lawn to that Municipal Customer at its Point or Points of Delivery. Such amount shall be stated in a dollar cost per 1,000 gallons of Chicago Water delivered times the gallons so delivered.

(2) Each Municipal Customer shall pay an amount equal to the amount of Electricity Costs incurred for the month by the Oak Lawn Regional Water System times such Municipal Customer's share of such costs as shown in *Exhibit "F"*. Such amount shall be stated in a dollar cost per 1,000 gallons of Chicago Water delivered times the gallons so delivered, and, except upon Executive Consent Obtained, shall not be adjusted during the course of a given Fiscal Year from the rate in effect at the start of such Fiscal Year or, if a rate increase is known to become effective at the start of such Fiscal Year, then also giving effect to such rate increase as of its effective date.

(3) Each Municipal Customer shall pay an amount equal to the amount of Pump Station Maintenance Costs required for the Fiscal Year by the Oak Lawn Regional Water System times such Municipal Customer's share of such costs as shown in *Exhibit "G"*. Such amount shall be stated in a dollar cost per 1,000 gallons of Chicago Water delivered times the gallons so delivered, and, except upon Executive Consent Obtained, such amount shall not be adjusted during the course of a given Fiscal Year.

(4) Each Municipal Customer shall pay an amount equal to the amount of Transmission Main Maintenance Costs required for the Fiscal Year by the Oak Lawn Regional Water System times such Municipal Customer's share of such costs as shown in *Exhibit "H"*. Such amount shall be stated in a dollar cost per 1,000 gallons of Chicago Water delivered times the gallons so delivered, and, except upon Executive Consent Obtained, such amount shall not be adjusted during the course of a given Fiscal Year.

(5) Each Municipal Customer shall pay an amount equal to the System Operations Costs required for the Fiscal Year by the Oak Lawn Regional Water System at the Common Usage Rate, and, except upon Executive Consent Obtained, such rate shall not be adjusted during the course of a given Fiscal Year from the rate in effect at the start of such Fiscal Year.

B. Capital Costs and Charges. All elements of Capital Costs and Charges shall be due and payable quarterly on the last business day of the months selected by Oak Lawn as provided in Section 20.B, and shall be in default if not paid within thirty (30) days after the due date.

(1) Each Municipal Customer shall pay an amount equal to the amount of Capital Costs and Charges required for the Fiscal Year by the Oak Lawn Regional Water System as budgeted for such Fiscal Year (a) divided by four to represent a quarterly amount and (b) times such Municipal Customer's Proportionate Share of such costs.

(2) Each Municipal Customer shall pay its Default Proportionate Share of Default Costs Allocable to Bonds within thirty (30) days after receipt of notice from Oak Lawn that such costs are due.

C. Other Non-Operating Charges. All elements of Other Non-Operating Charges shall be due and payable monthly and shall be in default thirty (30) days after the due date.

(1) Each Municipal Customer shall pay an amount equal to the amount of all Other Non-Operating Charges required for the Fiscal Year by the Oak Lawn Regional Water System at the Common Usage Rate, and, except for payment of Default Costs Allocable to Other Aggregate Costs or upon Executive Consent Obtained, shall not be adjusted during the course of a given Fiscal Year from the rate in effect at the start of such Fiscal Year.

(2) Other Non-Operating Charges shall include an accumulation for a reserve for the Oak Lawn Regional Water System for Operation and Maintenance Costs (the "*O&M Reserve*" and which reserve is intended to provide for unforeseen increases in such costs, Default Costs, or, as provided in the proceedings for the issuance of the Bonds, to pay Bonds in the event there has been a default in the payment of Capital Costs and Charges). The amount so accumulated for the O&M Reserve shall not exceed the sum of (a) the cost of Chicago Water for the previous Fiscal Year divided by 12 plus (b)(i) all Operation and Maintenance Costs for the previous Fiscal Year minus said cost of Chicago Water for the previous Fiscal Year (ii) divided by 4. The required amount of the O&M Reserve shall be accumulated at the Common Usage Rate of \$0.08 (8 cents) per 1,000 gallons of Chicago Water delivered times the gallons so delivered. Draws upon said reserve shall be replenished, to the extent required, in the second Fiscal Year after such draws. Increases in the required amount of said reserve, in each year after Fiscal Year 2018, shall be shall be fully funded, at a Common Usage Rate to be determined, in the two (2) Fiscal Years after the amount of such increase is determined. The accumulation of the O&M Reserve provided for by this provision is payable as an Other Non-Operating Charge, but the expenditure of amounts in the O&M Reserve will be for specific Operations and Maintenance Costs categories (*e.g.*, Chicago Water, Electricity Costs, or Pump Station Maintenance Costs) and Municipal Customers and Future Water Customers shall be charged for replenishment on the basis of such cost categories pursuant to the true-up provisions of Section 15.E.

Other than as set forth in this section, no Other Non-Operating Charges shall be charged by the Oak Lawn Regional Water System for reserves for Operation and Maintenance Costs.

(3) Beginning in Fiscal Year 2014, Other Non-Operating Charges shall include an amount in each Fiscal Year budgeted to produce an annual contribution (the "*Annual Contribution*") to provide funding up to full funding ("*Full Funding*") of the Renewal, Repair and Replacement Reserve Fund and thereafter for deposit to the unencumbered reserves of the Oak Lawn Regional Water System. The Annual Contribution amount shall be not less than \$750,000 for Fiscal Year 2014, and said sum of \$750,000 adjusted for any increase or decrease in the PPI in each Fiscal Year thereafter multiplied in each such year by a fraction the numerator of which is the amount of Chicago Water delivered through the Oak Lawn Regional Water System to Municipal Customers that are paying for the Annual Contribution at the Common Usage Rate and the denominator of which is all Chicago Water delivered through the Oak Lawn Regional System to Municipal Customers. The Annual Contribution may be increased pursuant to the approved Asset Management Program. Amounts in the Renewal, Repair and Replacement Reserve Fund may be expended only for Major Capital Costs or System Repairs or, as provided in the proceedings for the issuance of the Bonds, for Default Costs, or to pay Bonds in the event there has been a default in the payment of Capital Costs and Charges. Amounts in the Renewal, Repair and Replacement Reserve Fund may be expended for Major Capital Costs only pursuant to the Asset Management Program. Amounts to be expended for System Repairs and for Major Capital Costs which in any given Fiscal Year are in excess of \$1,500,000 must be pursuant to Executive Consent Obtained. Full Funding of the Renewal, Repair and Replacement Reserve Fund shall be \$5,000,000 as measured in Fiscal Year 2014 and said sum of \$5,000,000 adjusted for any increase or decrease in PPI for each Fiscal Year thereafter. Full Funding may be increased pursuant to the Asset Management Program. Annual Contributions received at such time as the Renewal, Repair and Replacement Reserve Fund is at Full Funding will be retained in the unencumbered reserves of the Oak Lawn Regional Water System. Except in the event amounts provided for the Renewal, Repair and Replacement Reserve Fund are expended for Bond payments, the Annual Contributions are not subject to the true-up provisions of Section 15.E.

(4) Other Non-Operating Charges assessed for insurance reserve purposes shall only be made pursuant to the report and recommendation of an independent insurance consultant having a nationally recognized reputation for competence in such matters and specifying both the amount of such reserves as should be reasonably available and the rate of accumulation of same.

(5) Each Municipal Customer shall pay its share of Default Costs Allocable to Other Aggregate Costs, which share shall be as follows: (a) first, in any given Fiscal Year, Oak Lawn shall pay all Default Costs up to an amount equal to the Equitable Return received by Oak Lawn for the previous Fiscal Year and (b) thereafter, all Municipal Customers (including Oak Lawn) not in default under this Agreement shall pay a share of remaining Default Costs equal to the proportion of Chicago Water

delivered to such Municipal Customer in the previous Fiscal Year to the Chicago Water delivered to all Municipal Customers (including Oak Lawn) not in default under this Agreement during such Fiscal Year.

D. Old Bonds Payments. Each Municipal Customer shall pay to Oak Lawn the amounts due on the Old Bonds at the times and in the amounts determined as required in Exhibit "K".

E. True Up. On an annual basis, after adequate time is allowed for the accounting and auditing of the accounts of the Oak Lawn Regional Water System, each Municipal Customer shall receive a statement with supporting data and information of its proper share of the prior year's actual Aggregate Costs for the Regional System. Such statement shall include the amount by which each Municipal Customer may have overpaid or underpaid such actual Aggregate Costs in comparison to the approved budget for the Oak Lawn Regional Water System. Each Municipal Customer who underpaid such actual Aggregate Costs as compared to the approved budget shall make up such underpayment in the following Fiscal Year (that is, the second Fiscal Year after the Fiscal Year for which the accounting is provided due to the adequate timing that is necessary to complete such accounting). Each Municipal Customer will pay such actual Aggregate Costs classified by the particular category (*i.e.*, Operation and Maintenance Costs such as Chicago Water, Electricity Costs, Pump Station Maintenance, Transmission Line Maintenance or System Operations Costs and Capital Costs and Charges) under the same allocation method used in preparing the approved budget. Each Municipal Customer who overpaid such actual Aggregate Costs shall receive a credit in that same Fiscal Year in which underpayments would be made, such credit being allocable by the particular category (*i.e.*, Operation and Maintenance Costs such as Chicago Water, Electricity Costs, Pump Station Maintenance, Transmission Line Maintenance or System Operations Costs and Capital Costs and Charges) under the same allocation method used in preparing the approved budget. Such makeup of underpayments or receipt of credit as provided in this Section 15.E shall be divided into twelve (12) equal monthly installments unless otherwise mutually agreed between Oak Lawn and an affected Municipal Customer, and such underpayments shall be payable as an Aggregate Cost.

F. Recognition of Lien of Bonds. Each Municipal Customer acknowledges that all of the moneys paid over and held by Oak Lawn in the funds and accounts of the Oak Lawn Regional Water System, except those monies properly held for Operation and Maintenance Costs, may be subject to the prior lien of Bonds, may be pledged by Oak Lawn without limitation and in such order of priority among Bonds as Oak Lawn shall determine, and may be held by a trustee, Bondholder, or otherwise in a pledged account, and may be expended without any further action on the part of any person to pay Bonds, all as may be stated in the proceedings adopted by Oak Lawn in the authorization and issuance of Bonds.

Section 16. Payments to Chicago.

A. Timely Payments. Oak Lawn shall make timely payments to Chicago pursuant to the Chicago-Oak Lawn Agreement. Oak Lawn shall have the sole discretion as to the form of payment to Chicago for any amounts that Oak Lawn is charged under the Chicago-Oak Lawn

Agreement. Any discounts, rebates or other incentives received from Chicago by Oak Lawn as a result thereof shall be the sole property of Oak Lawn and shall not affect the payment obligations of the Municipal Customers hereunder; *provided, however*, that any such discount, rebate or other incentive so received from Chicago on account of early payment to Chicago shall be shared proportionately with each Southwest System Customer and Oak Lawn which have provided early payments so as to accommodate the payments to Chicago.

B. Late Payments. In the event that Oak Lawn makes a late payment to Chicago because of circumstances within Oak Lawn's control, Oak Lawn shall pay any interest and penalty costs due to Chicago pursuant to the Chicago-Oak Lawn Agreement and such interest and penalty costs shall not be costs of the Oak Lawn Regional Water System. If the cause of the late payment is within Oak Lawn's control and Oak Lawn fails to pay Chicago for two (2) consecutive months, the Municipal Customers may pay Chicago directly for Chicago Water. In the event that Oak Lawn makes a late payment to Chicago because of a late payment by a Municipal Customer, the interest and penalty costs due to Chicago shall be paid by the Oak Lawn Regional Water System.

Section 17. Arrearages. Any Municipal Customer which does not pay its share of Aggregate Costs when due shall be in arrears to such amount ("*Arrearages*"). All Arrearages shall be payable immediately without demand and shall bear interest until paid at the rate equal to the average rate of interest on all Bonds then outstanding plus two percent (2%) or if no Bonds are outstanding then one and a half percent (1-1/2%) per month (without compounding) or at the otherwise then highest taxable rate which may be paid by an Illinois non-home rule municipality on its bonds (of any kind), if such rate be lesser. Payments of Arrearages, when received, shall be credited pro rata to the Municipal Customers who may have paid Default Costs on account of such Arrearages as soon as practicable within the billing cycle.

Section 18. Further Covenants. The following covenants are made by all Parties to this Agreement.

A. Payments Due Hereunder are Limited to Revenues Pledged. All payments to be made under this Agreement are payable solely and only from the revenues of the Municipal Customer Water Systems, and all payments due under this Agreement shall be a continuing valid and binding obligation of each such municipality payable from the revenues derived from the operation of each such system for the period of years of this Agreement. This Agreement shall not be a debt within the meaning of any constitutional or statutory limitation under the laws of the State of Illinois. No prior appropriation shall be required before entering into this Agreement, and no appropriation shall be required to authorize payments to be made under the terms of this Agreement. Notwithstanding the provisions of this Section 18.A, the Municipal Customers and Oak Lawn are not prohibited by this Agreement from using other available funds to make the payments required by this Agreement.

B. Lien Priority of Payments Under Agreement. Each Municipal Customer shall provide in all future documents or proceedings obligating the revenues of its respective Municipal Customer Water System, and, for Oak Lawn, of the Oak Lawn Retail Water System, that all payments made under this Agreement shall be deemed and treated as operation and

maintenance costs, having a first lien and priority with other such costs of such system, on the revenues of the Municipal Customer Water System or the Oak Lawn Retail Water System, as applicable.

C. Mutual Cooperation in Issuance of Obligations. Each Municipal Customer shall cooperate with Oak Lawn in the issuance of Bonds, and Oak Lawn shall cooperate with each Municipal Customer in the issuance of the Municipal Customer's bonds or other obligations of its Municipal Customer Water System. In such connection, each Municipal Customer and Oak Lawn will comply with all reasonable requests of the other and will, upon request, do as follows: (1) make available in a timely manner general and financial information about itself; (2) consent to publication and distribution of its financial information; (3) certify that general and financial information about it is accurate, does not contain an untrue statement of a material fact and does not omit to state a material fact necessary in order to make the statements in that information, in light of the circumstances under which they were made, not misleading; (4) make available certified copies of official proceedings, minutes, ordinances, resolutions, orders and documents related to this Agreement or its respective duties hereunder; (5) provide reasonable certifications to be used in a transcript of closing documents in connection with such Bonds or other obligations; and (6) provide and pay for reasonably requested opinions of counsel as to the validity of its actions taken with respect to and the binding effect of this Agreement, title to its Municipal Customer Water System, as applicable, pending or threatened litigation which could materially affect its performance hereunder, and other reasonably related opinions.

D. Segregate Revenues. Each Municipal Customer shall provide for the segregation of all revenues of its Municipal Customer Water System in such system fund or account and provide for the application of the necessary portion of the revenues for the purpose of this Agreement. An amount of funds of a Municipal Customer Water System which exceeds the obligations of such Municipal Customer hereunder may be used by that Municipal Customer for any lawful corporate purposes to the extent permitted by law. All Regional System Revenues shall be deposited in the funds and accounts of the Oak Lawn Regional Water System and used for purposes of the Oak Lawn Regional Water System. Any interest or other earnings on Regional System Revenues shall be considered Regional System Revenues.

E. General Covenant to Operate Properly. From time to time, Oak Lawn and each Municipal Customer will take steps reasonably necessary so that the Oak Lawn Retail Water System and each respective Municipal Customer Water System may at all times be operated properly and efficiently.

F. Accounting and Audit. Each Municipal Customer will make and keep proper books and accounts (separate and apart from all other records and accounts of such Municipal Customer) in which complete entries shall be made of all transactions relating to its Municipal Customer Water System, and, within two hundred ten (210) days following the close of each fiscal year of such Municipal Customer, it will cause the books and accounts of its Municipal Customer Water System to be audited annually by independent certified public accountants, showing the receipts and disbursements on account of its Municipal Customer Water System, and each Municipal Customer shall promptly upon receipt provide a copy of such audit to Oak Lawn. Likewise, Oak Lawn will make and keep proper books and accounts (separate and

apart from all other records and accounts of Oak Lawn) in which complete entries shall be made of all transactions relating to the Oak Lawn Regional Water System and, within two hundred ten (210) days following the close of the Fiscal Year, Oak Lawn will cause the books and accounts of the Oak Lawn Regional Water System to be audited annually by independent certified public accountants, showing the receipts and disbursements on account of the Oak Lawn Regional Water System, and Oak Lawn shall promptly upon receipt provide a copy of such audit to the Municipal Customers.

G. Maintain Ownership of Oak Lawn Regional Water System and Municipal Customer Water System and Properties. Oak Lawn with respect to the Oak Lawn Regional Water System and each Municipal Customer with respect to its Municipal Customer Water System will continue to own and possess such systems and will, within the exercise of reasonable business judgment and in a manner so as not to cause a default hereunder, dispose of property which is part of such systems only to the extent that such property is no longer useful or profitable in the operations of such systems.

H. Tax Status. (1) No Municipal Customer shall use or permit to be used any of the Chicago Water acquired under this Agreement or operate its Municipal Customer Water System in any manner or for any purpose or take any other action or omit to take any action which could, either alone or in conjunction with any other similar actions by that Municipal Customer or any other Municipal Customers, result in loss of the exclusion from gross income for federal income tax purposes of the interest on any Bond or Bonds or entitlement of Oak Lawn to a credit payment from the United States Treasury (such as, for example, was available to units of local government for "build America bonds") in lieu of all or part of such exclusion from gross income (any of such advantages being "*Tax-Advantaged Status*"), or which could be issued in the future, as such *Tax-Advantaged Status* is governed by the federal income tax laws, as amended from time to time, including but not limited to, Section 141 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations or any rulings promulgated thereunder or as affected by a decision of any court of competent jurisdiction (collectively, the "*Tax Laws*").

(2) At the time of execution of this Agreement, each Municipal Customer represents for itself that it has no contracts (other than standard retail service agreements or arrangements by which water service is provided to all retail customers pursuant to rate schedules or ordinances, as amended from time to time, in the discretion of the respective corporate authorities) whereby any person, corporation, partnership or other entity other than Mokena and New Lenox agrees to purchase from such Municipal Customer any water provided to such Municipal Customer under this Agreement for a period of more than thirty (30) days, except as shown in *Exhibit "J"* hereto, and such Municipal Customer has no current expectation of entering into any such contracts, except as set forth in *Exhibit "J"* hereto. Other than as provided in the above text relating to the Tinley Park Branch System providing service to Mokena, New Lenox, and the Illinois American Water Company and service by Orland Park to said water company in the "Alpine Heights" area, which may be provided at any time, at least sixty (60) days prior to entering into any contract whereby any person, corporation, partnership or other entity agrees to purchase from any Municipal Customer any water provided to such Municipal Customer under this Agreement for a period of more than thirty (30) days, such Municipal Customer shall notify Oak Lawn of its

intent to enter into such contract and provide copies of such contract to Oak Lawn. Within sixty (60) days after receipt of such notice, Oak Lawn shall advise such Municipal Customer as to whether, in the opinion of Bond Counsel selected by mutual agreement of the affected Municipal Customer and Oak Lawn, the entering into of such contract would result in a violation of the covenant in clause (1) above. The cost of this opinion shall be borne by such Municipal Customer. Any determination by Oak Lawn that any such contract would violate the covenant set forth in clause (1) above shall be made by Oak Lawn based upon the aforementioned opinion. In the event that allocations are necessary under the Tax Laws to determine whether entering into any such contract violates the covenant set forth in clause (1) above, Oak Lawn shall make such allocations, in its sole discretion, after receipt of an opinion of Bond Counsel as selected by Oak Lawn and paid for by such Municipal Customer.

I. Statement of Mutual Cooperation Process. The Statement of Mutual Cooperation Process (the "*Statement*") set forth in *Exhibit "P"* attached is hereby incorporated by reference; *provided, however*, that notwithstanding any text therein which may imply the contrary, (1) any advice or recommendation resultant from the actions taken under the Statement are advisory only, not in any way mandatory or directory upon Oak Lawn, (2) all information to be supplied by Oak Lawn under the Statement shall be supplied in good faith in a commercially reasonable manner but is not guaranteed as to accuracy, (3) default or noncompliance under the Statement shall not obviate or diminish in any way any of the other obligations, duties or rights of any Party under this Agreement, and (4) enforcement of obligations or rights under the Statement shall be limited to actions for mandamus, declaratory relief, or the like, and no money damages may be awarded in connection with any such action. Nothing in this Section 18.I or *Exhibit "P"* shall diminish, limit or modify any other rights of the Municipal Customers under this Agreement or applicable law. All costs and expenses incurred as a result of the Working Groups (as defined in *Exhibit "P"*), except as specifically excluded in the immediately succeeding sentence, shall be treated as monthly Operation and Maintenance Costs of the Oak Lawn Regional Water System. The Southwest System Customers shall be solely responsible for any costs and expenses that the Southwest System Customers incur in conjunction with the Working Groups for independently retained experts and consultants, including but not limited to, auditors, accountants, architects, engineers and attorneys, and such costs and expenses shall not be included in the monthly Operation and Maintenance Costs of the Oak Lawn Regional Water System.

J. No Agency, Partnership or Joint Venture. Notwithstanding anything contained herein to the contrary, the Parties do not intend to create an agency, partnership, joint venture or employment relationship between the Parties and under no circumstances shall this Agreement be construed as one of agency, partnership, joint venture or employment between the Parties. The Parties shall each be solely responsible for the conduct of their respective officers, employees and agents in connection with the performance of their obligations under this Agreement.

Section 19. Service to Political Subdivisions. Any Municipal Customer entering into or renewing a wholesale contract or agreement with a person or entity constituting a governmental or like entity whose use of the services of the Oak Lawn Regional Water System would not adversely affect the ability of Oak Lawn to issue Bonds having Tax-Advantaged Status (*i.e.*, any such person or entity not described in the first sentence of Section 18.H(2) above), shall obtain

such covenants in such contract or agreement enabling such Municipal Customer to meet its covenants under this Section 19 and Section 18.H. Oak Lawn acknowledges that the execution of this Agreement by Mokena and New Lenox fulfills Tinley Park's obligation under this Section with respect to the contracts or agreements Tinley Park has with Mokena and New Lenox.

Section 20. Billings and Computations; Security Deposit in Certain Events.

A. Delivery; Computation; Verify. All bills or statements of charges will be made in writing by Oak Lawn and mailed and delivered electronically to an officer of the Municipal Customers selected by the Municipal Customer or, in the absence of such designation, to the Municipal Manager or Administrator of the Municipal Customer. All computations required by this Agreement shall be made by Oak Lawn. At the request of a Municipal Customer and upon payment by the Municipal Customer of all fees and expenses related thereto, the Municipal Customers reserve the right to review, verify and/or audit such bills and changes with such consultants and/or accountants as retained by the Municipal Customers at their own cost and expense.

B. Notify Each Month. Oak Lawn shall notify each Municipal Customer (except for Mokena and New Lenox as set forth in Section 20.E) of such Municipal Customer's amount of all Aggregate Costs other than Capital Costs and Charges for a month on or before the 5th business day of the following month. The Municipal Customer's amount of Aggregate Costs other than Capital Costs and Charges for a month shall be due and payable and must be received by Oak Lawn within fifteen (15) days after the date of notification. Oak Lawn shall notify each Municipal Customer of such Municipal Customer's amount of Capital Costs and Charges for each quarterly payment on or before the 5th business day of the month of the due date of such amount. The Municipal Customer's amount of Capital Costs and Charges for a quarter shall be due and payable and must be received by Oak Lawn on or before the last business day of the month.

C. Security Deposit in Certain Events. In the event (1) a Municipal Customer is rated below "BBB-" by S&P or "Baa3" by Moody's or (2) a Municipal Customer has defaulted on payments due under this Agreement, Oak Lawn may require such Municipal Customer to deposit money (the "Security Deposit") as security for payments due under this Agreement, upon written request. The Security Deposit shall be in an amount equal to the monthly average of the previous Fiscal Year's Aggregate Costs to that Municipal Customer and shall be paid immediately or accumulated in installments over time. The Security Deposit may be drawn upon at any time to make payments due and owing by the Municipal Customer under this Agreement or to avoid a default under this Agreement. If drawn upon, Oak Lawn may require the Municipal Customer to replenish said Security Deposit.

The Security Deposit shall be held in an account separate from all other accounts of Oak Lawn in trust for the purpose of making payments due under this Agreement. The Security Deposit may be invested in accordance with the investment policy of Oak Lawn. The investment income earned on the Security Deposit shall accrue to the benefit of the Municipal Customer in whose name such Security Deposit is established.

At its option, Oak Lawn may discontinue the requirement of the Security Deposit at any time and return the funds to the Municipal Customer in whose name the Security Deposit is held. However, Oak Lawn must return the Security Deposit to the Municipal Customer if (1) the Municipal Customer's rating has improved to "BBB-" (or higher) by S&P and "Baa3" (or higher) by Moody's and (2) the Municipal Customer has not been in default for a payment due under this Agreement for a period of three (3) years.

D. Access to Records; Disputes. In addition, Municipal Customers shall have access to Oak Lawn's water and financial department records at all reasonable business hours for the sole purpose of verifying the billing pursuant to this Section. If a Municipal Customer desires to dispute all or any part of any payments under this Agreement, the Municipal Customer shall nevertheless pay the full amount of any such payment when due and include with such payment written notification to Oak Lawn identifying the charges that are disputed, the grounds for the dispute and the amount in dispute within ninety (90) days after the time that the Municipal Customer knew or should have known of the facts giving rise to the dispute. Upon receipt of the notification of dispute, Oak Lawn representatives shall meet with the Municipal Customer's representatives to resolve such dispute. No adjustment or relief on account of any disputed charges shall be made unless such disputed charges are the subject of the notice. Oak Lawn and the Municipal Customer shall promptly attempt and continue efforts to resolve the dispute. In the event that it is determined that the Municipal Customer shall have overpaid, the Municipal Customer shall receive a refund. No actions by the Parties hereto and none of the provisions of this Agreement shall in any way whatsoever relieve any Municipal Customer's payment obligations. Each Municipal Customer will in each Fiscal Year make all budgetary, emergency or other provisions or appropriations necessary to provide for and authorize the prompt payment by that Municipal Customer to Oak Lawn, during each Fiscal Year and on each payment date, of all the charges, payments and adjustments provided for in this Agreement.

E. Tinley Park Role in Billing Mokena and New Lenox. Oak Lawn shall notify Mokena and New Lenox directly with respect to their respective amounts of Capital Costs and Charges due according to Subsection B of this Section. Oak Lawn shall notify Tinley Park of all Aggregate Costs other than Capital Costs and Charges due from Mokena and New Lenox according to Section 20.B. Tinley Park shall remit the Aggregate Costs other than Capital Costs and Charges to Oak Lawn on behalf of Mokena and New Lenox, *provided, however*, that Tinley Park shall not be liable for such payments due from Mokena or New Lenox in the event that Mokena or New Lenox fails to pay. Tinley Park shall provide Oak Lawn with the details of each payment allocable to Mokena and New Lenox, including the amount of Chicago Water delivered to Mokena and New Lenox by Tinley Park.

Section 21. Future Water Customers; Special Connection Fees.

A. Permit Future Water Customers.

(1) Prior to entering into any written agreement for the purchase, sale, hypothecation or conveyance of Chicago Water pursuant to Sections 21.A(3) and 21.A(4), Oak Lawn shall first provide notice to the Municipal Customers: (a) that there is Available Capacity for the Chicago Water covered by such an agreement and

(b) whether or not Oak Lawn proposes the Chicago Water to be sold, conveyed or hypothecated will be provided from the Oak Lawn Reserved Share and (c) the Proposed Component Cost Shares of any proposed Future Water Customer other than an Oak Lawn Reserved Share Customer as provided in the definition of Component Cost Share. In the event that Oak Lawn cannot provide Available Capacity as a result of a refusal by the Municipal Customers to approve repairs included in the approved Asset Management Plan for two years prior to the notice under this Section, then such lack of Available Capacity shall not preclude Oak Lawn from entering into a written agreement pursuant to Section 21.A(3).

(2) In the event the Southeast System Customers and Oak Lawn do not enter into a New Southeast Customer Agreement, Oak Lawn may at any time enter into agreements or contracts with the Southeast System Customers as Future Water Customers in the form of a Conforming Agreement. Until the Southeast Customers and Oak Lawn enter into a New Southeast Customer Agreement or a Conforming Agreement, Oak Lawn shall annually provide notice to each of the Southeast System Customers of that Customer's estimated payments for the Special Connection Fee and Old Bonds Special Connection Fee and shall also provide copies of said notices to the other Municipal Customers.

(3) At any time after one year after the Oak Lawn Regional Water System is Substantially Complete and Operational, Oak Lawn may sell, hypothecate or otherwise convey the Chicago Water which is part of the Oak Lawn Reserved Share pursuant to agreements or contracts with Oak Lawn Reserved Share Customers on such terms as Oak Lawn may in its sole discretion agree; *provided, however*, that Oak Lawn may not sell any of the Oak Lawn Reserved Share to any of the Southeast System Customers before Oak Lawn and that Southeast System Customer have entered into a Conforming Agreement that is in full force and effect for the sale of Chicago Water to that Southeast System Customer for its Current Year Allocations. In the event of sales of the Oak Lawn Reserved Share, Oak Lawn shall pay a share of Electricity Costs, Transmission Main Maintenance Costs and Pump Station Maintenance Costs for such share in the same percentage as set forth in the Exhibits for such costs as the Municipal Customer most nearly located geographically to such Oak Lawn Reserved Share Customer. As to all other Aggregate Costs attributable to sale of the Chicago Water to an Oak Lawn Reserved Share Customer, except Capital Costs and Charges, Oak Lawn shall be deemed to have taken delivery of such Chicago Water.

(4) Except as otherwise provided in Sections 21.A(2) and 21.A(3), Oak Lawn may enter into agreements or contracts with other Future Water Customers only upon Corporate Consent Obtained of Municipal Customers other than Oak Lawn having not less than 80% of the 2030 Allocations of all the Municipal Customers other than Oak Lawn.

B. To Pay Special Connection Fee for Capital Costs and Charges. Unless Oak Lawn receives Corporate Consent Obtained of Municipal Customers other than Oak Lawn who are at the time Parties to this Agreement or the North Customer Agreements and who have not less

than 80% of the 2030 Allocations of all such Municipal Customers, Oak Lawn agrees to charge Southeast System Customers who propose to become Future Water Customers not less than the amount of the Special Connection Fee. The Special Connection Fee shall be calculated as follows: the Buy In Base multiplied by a fraction, the numerator of which is the Projected Proportionate Share, and the denominator of which is the sum of the Proportionate Shares of the Municipal Customers who are obligated to pay Proportionate Shares and Future Water Customers who have participated in the payment of Capital Costs and Charges for the full Fiscal Year preceding the Connection Fee Date (collectively, "*Participating Customers*"). This formula is further expressed as follows:

$\frac{\text{Projected Proportionate Share}}{\text{Proportionate Shares of the Participating Customers for a period preceding the Connection Fee Date during which all Customers paid Capital Costs and Charges}}$	X	Buy In Base	=	Special Connection Fee
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An example of the Special Connection Fee computation is shown in *Exhibit "M"*, which example shall be non-binding and for illustrative purposes only.

Such Special Connection Fee shall be paid to all Participating Customers on a proportionate basis based upon the following formula:

Special Connection Fee	X	$\frac{\text{Participating Customer's Proportionate Share for a period preceding the Connection Fee Date during which all such Customers paid Capital Costs and Charges}}{\text{The total Proportionate Shares of all Participating Customers for a period preceding the Connection Fee Date during which all such Customers paid Capital Costs and Charges}}$	=	Participating Customer's share of the Special Connection Fee
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C. To Pay Proportionate Shares. Oak Lawn shall require each Southeast System Customer which becomes a Future Water Customer to pay its Proportionate Share (as calculated below) of Capital Costs and Charges on a take or pay basis as is provided herein, having the effect of reducing the Proportionate Shares of Participating Customers at the time, and, accordingly, the Proportionate Shares of Participating Customers will be adjusted at said time as stated in *Exhibit "E"* or as otherwise provided in this Agreement. The Proportionate Share allocable to a Southeast System Customer which becomes a Future Water Customer shall be *not less than* the share determined pursuant to the Cost Methodology.

D. To Pay Old Bonds Special Connection Fee. Unless Oak Lawn receives Corporate Consent Obtained of all Municipal Customers other than Oak Lawn who have made payments of principal and interest on the Old Bonds, Oak Lawn agrees to charge any of the Southeast System

Customers who propose to become Future Water Customers, or any Future Water Customers other than an Oak Lawn Reserved Share Customer, who propose to utilize any portion of the improvements paid for by any portion of the Old Bonds not less than the amount of the Old Bonds Special Connection Fee or Oak Lawn may elect to pay said Old Bonds Special Connection Fee itself.

Section 22. Special Connection Fee Payments to Oak Lawn Retail Water System and Certain Municipal Customers. Subject to the terms of any proceeding, ordinance or resolution or related document such as an indenture of Oak Lawn relating to issuance of Bonds as to payments being made subordinate to other prior claims on Regional System Revenues (such as being payable from surplus or a surplus account or from generally available revenues after prior account requirements shall have been met), each of the Oak Lawn Retail Water System and certain of the Municipal Customers shall be entitled to receive the payments from the Oak Lawn Regional Water System of the Special Connection Fee in the relative amounts provided for same in Section 21.

Section 23. Indemnity/Insurance.

A. Municipal Customer Indemnity. Each Municipal Customer, to the fullest extent permitted by law, agrees to save, keep and hold Oak Lawn harmless from any and all damages of every kind, nature and description, including attorney's fees, which Oak Lawn may suffer as a result of that Municipal Customer's operation or use of that Municipal Customer Water System provided for herein and for any of that Municipal Customer's breaches of this Agreement.

B. Oak Lawn Indemnity. Oak Lawn, to the fullest extent permitted by law, agrees to save, keep and hold Municipal Customers harmless from any and all damages of every kind, nature and description, including attorney's fees, which Municipal Customer may suffer as a result of Oak Lawn's operation or use of the Oak Lawn Regional Water System provided for herein and for any of Oak Lawn's breaches of this Agreement.

C. Insurance. Each Municipal Customer with respect to its Water System and Oak Lawn with respect to the Oak Lawn Regional Water System shall insure or self-insure such systems against physical damages or losses, tort claims, unemployment insurance claims, and other losses commonly covered by insurance in such manner as is commonly provided in the industry for similar water system operations. All such insurance or self-insurance programs shall be in accordance with recommendations made not less often than every five (5) years by an independent insurance consultant who, in the case of self-insurance, shall provide recommended levels of reserves. Upon request, the Parties agree to supply each other copies of the current insurance recommendations and the status of insurance procured and reserves maintained in response thereto. Any insurance provided pursuant to this Agreement shall not limit the indemnity obligations of the Parties under this Agreement.

D. Notice of Claims. In the event of a potential claim under the indemnity obligations of this Agreement or under the insurance required by this Agreement, the Party making such a claim shall promptly notify the Party against which such a claim is directed of the nature of the

claim, the extent of the claim, and such other information as to reasonably inform the other Party of the claim.

Section 24. Compliance with All Applicable Rules and Regulations. No Municipal Customer shall contaminate Chicago Water supplied by the Oak Lawn Regional Water System during delivery of such water through the Municipal Customer Water System. Oak Lawn reserves the right, based upon reasonable cause and following reasonable notice, given the circumstances, to make inspections of and perform tests with respect to those facilities within a Municipal Customer Water System which may affect the quality of Chicago Water supplied to the Municipal Customer through the Oak Lawn Regional Water System.

Section 25. Consequential Damages. In no event shall Oak Lawn be liable to any Municipal Customer for any special or consequential damages, including, but not limited to, loss of income, loss of revenue, loss of profits, loss of use, loss of capital, rental expenses, financing, reputation, overhead expenses, or interest, whether based on contract, tort, negligence, strict liability, or otherwise and arising from any cause whatsoever by performance under this Agreement or breach of this Agreement.

Section 26. Approvals and Consents; Corporate Consent Obtained; Executive Consent Obtained.

A. In General. Except as otherwise expressly provided or modified in this Agreement, any action subject to approval or consent or denial by the Municipal Customers shall be either by Corporate Consent Obtained or Executive Consent Obtained. Except as otherwise expressly provided or modified in this Agreement, consent means the approval or consent of the Municipal Customers having 51% or more of the 2030 Allocations of all Municipal Customers who are Parties to this Agreement, Parties to the North Customer Agreements, Parties to the New Southeast Customer Agreements and Future Water Customers that have entered into Conforming Agreements that are in full force and effect.

B. Corporate Consent Obtained. Corporate Consent Obtained is consent by the corporate authorities of the Municipal Customers. Such consent or denial of consent may be provided, and shall be conclusively evidenced by, a copy, certified by a Party's acting or deputy or assistant Municipal Clerk and under such municipality's seal, of such proceedings, ordinances, resolutions or other records purporting to provide such consent or denial of consent. Consent or denial of consent must be received within sixty-five (65) days after the receipt of notice giving rise to the power of consent or denial of consent. If no consent or denial of consent is received from a given Municipal Customer within the time provided in the foregoing sentence (or other express provision relating to time of consent or denial), then such Municipal Customer shall be conclusively deemed to have provided the required written consent.

C. Executive Consent Obtained. Executive Consent Obtained is consent by the Municipal Manager or by the designee(s) of such Municipal Manager; *provided however*, if and only if the Municipal Manager and the designee(s) of the Municipal Manager are unavailable, the Mayor or President of the Municipal Customer may provide consent (the person so acting on any matter for a Municipal Customer being referred to herein as its "*Authorized*

Representative”). Each Municipal Customer shall provide Oak Lawn up-to-date name and contact information, including official, mobile, and home telephone numbers and official email addresses for each Municipal Manager and Mayor or President. Unless otherwise provided, the notice provisions as set forth in Section 34 herein shall apply.

Unless otherwise provided, consent or denial of consent must be received within thirty (30) days after the receipt of notice giving rise to the power of consent or denial of consent. If no consent or denial of consent is received from a given Authorized Representative within the time provided herein (or other express provision relating to time of consent or denial), then such Municipal Customer shall be conclusively deemed to have provided the required written consent.

Section 27. Force Majeure. In case by reason of *force majeure* any Party to this Agreement shall be rendered unable wholly or in part to carry out any obligation under this Agreement, then if such Party shall give notice and full particulars of such *force majeure* in writing to the other Parties within a reasonable time after occurrence of the event or cause relied on, the obligation of the Party giving such notice, so far as it is affected by such *force majeure*, shall be suspended during the continuance of the inability then claimed, but for no longer period, and any such Party shall endeavor to remove or overcome such inability with all reasonable dispatch. The settlement of strikes and lockouts (as described in the definition of *force majeure*) shall be entirely within the discretion of the Party having the difficulty and that the above requirement that any *force majeure* shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing Party or Parties when such settlement is unfavorable to it in the judgment of the Party having the difficulty. No *force majeure* which renders any of the Parties unable to perform under this Agreement shall relieve a Party of its obligation to make the payments which constitute take or pay agreed-upon payments as set forth above in the payment terms in Sections 2 and 15.

Section 28. Enforcement.

A. Oak Lawn to Enforce. Oak Lawn will at all times take all reasonable measures permitted by law to collect and enforce payment of all payments, charges and adjustments provided for in this Agreement.

B. May Pursue Any Remedies. Every obligation assumed by or imposed upon Municipal Customers by this Agreement shall be enforceable by Oak Lawn by appropriate action or proceeding, and Oak Lawn may have and pursue any and all remedies provided by law for the enforcement of such obligation.

C. Failure by Oak Lawn. Failure on the part of Oak Lawn in any instance or under any circumstance to observe or fully perform any obligation assumed by or imposed upon it by this Agreement except its willful failure to supply Chicago Water hereunder without just cause, shall not relieve any Municipal Customer from making any payment to Oak Lawn or fully performing any other obligation required of it under this Agreement. Municipal Customers have and may pursue any and all other remedies provided by law for compelling performance by Oak Lawn of said obligation assumed by or imposed upon Oak Lawn.

D. Pursuit of Legal Remedies. In the event any payment due hereunder is not paid by Municipal Customer, Oak Lawn may pursue any and all legal options available to it under this Agreement and the laws of the State of Illinois.

Section 29. Default.

A. Oak Lawn May Immediately Terminate. Oak Lawn may, by written notice to a given Municipal Customer, immediately terminate this Agreement solely with respect to such Municipal Customer if:

- (1) That Municipal Customer admits in writing an inability to pay its obligations under this Agreement as they become due;
- (2) That Municipal Customer persistently fails to perform any of its payment obligations under this Agreement;
- (3) That Municipal Customer abandons operation of its Municipal Customer Water System; or
- (4) The Chicago-Oak Lawn Agreement is terminated.

B. Oak Lawn May Terminate After Notice and Opportunity to Cure. Subject to and upon completion of the dispute resolution provisions contained in Section 30, for all other defaults that do not allow for immediate termination pursuant to Section 29.A, if a Municipal Customer shall fail, after thirty (30) days written notice of the Municipal Customer's default of any term of this Agreement, to cure, or undertake reasonable efforts to cure the default within ninety (90) days of the written notice if such cure cannot reasonably be completed within thirty (30) days, Oak Lawn may terminate this Agreement solely with respect to such Municipal Customer by providing written notice of termination to the Municipal Customer with a copy to the other Southwest System Customers. Such termination shall be effective upon Oak Lawn's sending of the written notice of termination.

C. Certain Effects of Termination. In the event of any termination, the Proportionate Shares as shown in *Exhibit "E"* shall be recomputed among the remaining Municipal Customers using the Cost Methodology; and the Allocation of Electricity Costs as shown in *Exhibit "F"*, Allocation of Pump Station Maintenance Costs as shown in *Exhibit "G"*, and Allocation of Transmission Main Maintenance Costs as shown in *Exhibit "H"* shall be recomputed among the remaining Municipal Customers based on the methods for each such cost in the respective exhibits. In the event that Oak Lawn shall terminate with respect to Tinley Park, all rights of Mokena and New Lenox hereunder shall remain unaffected.

D. Municipal Customers May Not Terminate. Except as otherwise provided in Section 41 of this Agreement, Municipal Customers shall have no right to terminate, cancel or rescind this Agreement, nor any right to withhold from Oak Lawn payments due or to become due under this Agreement, nor any right to recover from Oak Lawn amounts previously paid under this Agreement (unless paid in error or contrary to the provisions of this Agreement or

law), nor any right of reduction or set-off against the amounts due or to become due under this Agreement to Oak Lawn, nor any lien on any amounts in any fund established by Oak Lawn for any reason or on account of the existence or occurrence of any event, condition or contingency, whether foreseen or unforeseen or foreseeable or unforeseeable by the Municipal Customers or Oak Lawn or any other person; including by way of illustration and not limitation, by reason of the fact that the Oak Lawn Regional Water System in whole or in part is not completed, operable or operating; the output of the Oak Lawn Regional Water System in whole or in part is suspended, interrupted, interfered with, reduced or curtailed; either party to the Chicago-Oak Lawn Agreement, including Chicago, does not perform in whole or in part thereunder; any of the Municipal Customers' allocations of Chicago Water received from the IDNR is modified or terminated or any Municipal Customer or Future Water Customer does not perform in whole or in part under any agreement with Oak Lawn; it being the intent hereof that each Municipal Customer shall be absolutely and unconditionally obligated to make all payments under this Agreement, such obligations to survive termination of this Agreement. Oak Lawn will issue its Bonds in specific reliance upon the limitations set forth in this Section with respect to the rights of the Municipal Customers.

Section 30. Dispute Resolution.

A. Negotiation. The Parties desire to avoid and settle without litigation any future disputes that may arise between them relative to this Agreement. Accordingly, the Parties agree to engage in good faith negotiations to resolve any such dispute. If any Party has a dispute about a violation, interpretation, or application of a provision of this Agreement, or a dispute regarding a Party's failure to comply with this Agreement, then that Party may serve on the other Party written notice, delivered as provided in Section 34, setting forth in detail the dispute, the provisions of this Agreement to which the dispute is related, and all facts and circumstances pertinent to the dispute. The Parties then, within seven (7) days, shall schedule a date certain for representatives of the Parties to meet in a conference to resolve the dispute. Such conference shall be conducted within thirty (30) days after notice of the dispute has been delivered as provided herein.

B. Continuation of Services and Payments. During all negotiation proceedings and any subsequent proceedings provided for in this Section, Oak Lawn and the Municipal Customers shall continue to fulfill the terms of this Agreement to the fullest extent possible. Oak Lawn shall continue to provide Chicago Water to the Municipal Customers as provided by this Agreement. The Municipal Customers shall continue to make all payments to Oak Lawn for Chicago Water as provided by this Agreement, including all payments about which the Municipal Customers have or may have a dispute.

C. Remedies. Provided that the Parties have met their obligations under Section 30.A, the Parties shall be entitled to pursue such remedies as may be available in law and equity. The requirements of Subsection A of this Section 30 shall be waived in the event of either significant risk of irreparable harm or significant jeopardy to public health and safety.

Section 31. Substitution of More Favorable Provisions.

A. *Copy Provided.* Oak Lawn must provide, within seven (7) days after a request from the Southwest System Customers, a copy of any water sale, purchase or service agreement between Oak Lawn and any other Municipal Customer or Future Water Customer.

B. *Customer Determination.* If the Southwest System Customers learn of an Other Agreement that has a Favorable Provision, then the Southwest System Customers may each adopt an ordinance adding to this Agreement any such Favorable Provision from the Other Agreement and deleting from this Agreement the provisions, if any, for which any Favorable Provision has been substituted. Each Favorable Provision adopted by the Southwest System Customers must be substantially identical to the provision in the Other Agreement, and Oak Lawn must accept the Favorable Provision as a term of this Agreement, subject to the procedures set forth below.

C. *Notice to Oak Lawn.* Any Southwest System Customer adopting such an ordinance pursuant to this Section shall provide written notice to Oak Lawn of such action within thirty (30) days after such ordinance becomes effective. Such notice shall be delivered as provided in Section 34 and shall include a copy of the ordinance.

D. *Disputes.* If Oak Lawn disagrees with the action(s) taken pursuant to an ordinance adopted by a Southwest System Customer pursuant to this Section, such disagreement shall be initially subject to the process set forth in Section 30.

E. *Mediation.* If the Parties are unable to resolve their disagreement under this Section 31 through the dispute resolution process in Section 30, the Parties agree to attempt to resolve any such disagreement under this Section 31 by mediation, which shall be conducted pursuant to any applicable Illinois law and the then current procedures of, and using a mediator from, ADR Systems or, if ADR Systems is unable to handle the mediation, the Association of Attorney-Mediators (Illinois Chapter), or any other procedure and mediator upon which the Parties may agree.

(1) The Parties further agree that their respective good faith participation in mediation is a condition precedent to pursuing any other available legal or equitable remedy, including litigation.

(2) Either Oak Lawn or the Southwest System Customers may commence the mediation process by providing to the other Parties written notice, setting forth the bases for the disagreement and the result requested. Within ten (10) days after the receipt of the foregoing notice, the other Parties shall deliver a written response to the initiating Party's notice. The initial mediation session shall be held within thirty (30) days after the initial notice. The Parties agree to share the costs and expenses of the mediation with one-half paid by Oak Lawn and one-half paid by the Southwest System Customers (which shall not include the expenses incurred by each Party for its own legal representation in connection with the mediation).

(3) The Parties further acknowledge and agree that mediation proceedings are settlement negotiations and that, to the extent allowed by applicable law, all offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the Parties or their agents shall be confidential and inadmissible in any other legal proceeding involving the Parties; *provided, however*, that evidence which is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

(4) At no time prior to the initial meeting shall any Party initiate any litigation relating to the disagreement under this Section 31. However, this limitation is inapplicable to a Party if another Party refuses to comply with the requirements of paragraphs (1) and (2) above.

(5) All applicable statutes of limitation and defenses based on the passage of time shall be tolled while the procedures specified in paragraphs (1) and (2) above are pending and for fifteen (15) days thereafter. The Parties will take such action, if any, required to effectuate such tolling.

F. *Further Remedies.* If the Parties are unable to resolve their disagreement pursuant to mediation as set forth above, then any Party may pursue any remedy at law or in equity as may be available to it.

Section 32. Records. Except as otherwise prohibited by law, or as otherwise excluded by other sections of this Agreement, the Southwest System Customers shall have reasonable access to records pertaining to the Oak Lawn Regional Water System and to those records pertaining to Oak Lawn's compliance with its obligations under this Agreement, and for the purposes of inspection by any authorized representatives of the Southwest System Customers, including the Working Groups, during regular business hours, upon reasonable notice, to the same extent as such records are available for inspection by any authorized representatives of Oak Lawn.

Section 33. Successors and Assigns. This Agreement may not be assigned by any Party without the prior written consent of the other Parties; *provided, however*, because this Agreement is made with particular reference to the holders or prospective holders of the Bonds for the purpose of assuring and protecting the interests of such holders, Oak Lawn may at any time assign or pledge for the benefit and security of the holders of the Bonds all of its rights under the provisions of this Agreement to receive payments from Municipal Customers. This Agreement shall be binding upon the Parties, and their respective successors, assigns, heirs and legal representatives, subject, however, to the provisions hereof limiting assignment.

Section 34. Notices. All notices or communications provided for herein shall be in writing and shall be delivered to Municipal Customer or Oak Lawn either (i) in person or, (ii) by a reputable overnight courier, (iii) by United States mail "via, certified mail, return receipt requested", postage prepaid, addressed:

to Municipal Customers as follows:

Mokena

Village Administrator
Village of Mokena
11004 Carpenter Street
Mokena, Illinois 60448

New Lenox

Village Administrator
Village of New Lenox
1 Veterans Parkway
New Lenox, Illinois 60451

Oak Forest

City Administrator
City of Oak Forest
15440 South Central Avenue
Oak Forest, Illinois 60452

Orland Park

Village Manager
Village of Orland Park
14700 South Ravinia Avenue
Orland Park, Illinois 60462

Tinley Park

Village Manager
Village of Tinley Park
16250 South Oak Park Avenue
Tinley Park, Illinois 60477

to Oak Lawn as follows:

Village Manager
Village of Oak Lawn
9446 South Raymond Drive
Oak Lawn, Illinois 60453

Unless otherwise provided in this Agreement, notices shall be deemed received after the first to occur of (a) the date of actual receipt; or (b) the date that is one (1) business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) the date that is three (3) business days after deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section 34, each Party to this Agreement shall have the right to change the address or the addressee, or both, for all future notices and communications to them, but no notice of a change of addressee or address shall be effective until actually received.

Section 35. Section and other Headings. Section or other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 36. Construction. This Agreement is the end result of the combined effort of the Parties and has been jointly negotiated, drafted and reviewed by each Party and its respective attorneys. No one Party shall be deemed to have drafted this Agreement and no ambiguity in this Agreement shall be interpreted or construed against any Party.

Section 37. Superseder; Amendment; Waiver.

A. Exhibits. All Exhibits attached hereto are incorporated into and made a part of this Agreement.

B. Entire Agreement. This Agreement and the Exhibits attached hereto constitute the entire Agreement between Oak Lawn and the Southwest System Customers for the purchase and sale of Chicago Water, and the intergovernmental agreements between or among some or all of the Parties to this Agreement including but not limited to those that are listed in *Exhibit "N"* to this Agreement are hereby superseded and shall be of no further force and effect. Contracts or Agreements to which Oak Lawn is not a party are neither superseded nor affected by this Agreement.

C. Amendments and Waivers. No addition, deletion, revision, alteration, change, modification or waiver of any term or condition of this Agreement shall be binding on any Party unless made in writing and signed by the Parties. The failure by a Party to enforce any provision of this Agreement or to require performance by the other Parties will not be construed to be a waiver, or in any way affect the right of any Party to enforce such provision thereafter.

D. Limitations on Modifications. No such change or modification may materially impair or adversely affect the ability or obligation of any Municipal Customer to make payments to Oak Lawn at the times, in the amounts, and with the priority required in order for Oak Lawn to timely meet Oak Lawn's obligations under this Agreement, the Chicago-Oak Lawn Agreement, other Oak Lawn water purchase or sale contracts and the Bonds, including without limitation the making of all deposits in various funds and accounts created under the proceedings, resolution or any ordinance authorizing the Bonds or any related document such as an indenture; or materially impair or adversely affect the ability of the holders of the Bonds, to enforce the terms of this Agreement. No such change or modification which will affect the rights and interest of the holders of the Bonds shall be made without the written approval of an authorized representative of the holders of at least seventy percent (70%) of the outstanding Bonds and no such change or modification shall be effective which would cause a violation of any provisions of the resolution or any ordinance authorizing the Bonds of Oak Lawn.

Section 38. Severability. Should any part, term or provision of this Agreement be determined by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected thereby.

Section 39. Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without giving effect to its principles of conflict of laws.

Section 40. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be executed by Oak Lawn and the other Parties and all of which shall be regarded for all purposes as one original and shall constitute and be but one and the same.

Section 41. Effective Date and Term of Agreement.

A. Effective Date. This Agreement shall be in full force and effect and shall become binding upon the Parties if, on or before December 31, 2014, (1) each of North System Customers submits to Oak Lawn an original signed copy of the North Customer Agreements, as an offer, and Oak Lawn countersigns such North Customer Agreements as acceptance, and (2) each of Mokena, New Lenox, Oak Forest, Orland Park, and Tinley Park submits to Oak Lawn an original signed copy of this Agreement, as an offer, and Oak Lawn countersigns such Agreement as acceptance. Provided all such conditions have been met, the Effective Date of this Agreement shall be the first day of the month next following the completion of the actions set forth in clauses (1) and (2) above. The Parties hereto further agree to provide a sufficient number of duplicate originals of this Agreement so as to provide one such duplicate original to each Party. Oak Lawn agrees to supply certified copies of the North Customer Agreements to the Parties hereto promptly after execution.

B. Term. From and after the Effective Date, this Agreement shall remain in full force and effect for forty (40) years, up to and including a date in the year 2054.

C. Termination and Renewal. This Agreement may be terminated pursuant to one of the following procedures: (1) by written amendment to this Agreement duly authorized by the appropriate legislative action of all of the Parties; (2) written notice pursuant to Subsection D of this Section; or (3) by written notice served by the Party desiring to terminate this Agreement at the end of the Term stated above, specifically stating that the Party sending the notice intends that the Agreement will terminate without renewal, such notice to be effective only if served upon the other Party not more than thirty-six (36) months and not less than thirty (30) months prior to the expiration of the Term. In the event that either Oak Lawn or one or more of the Southwest System Customers provides written notice pursuant to the notice provision of clause (2) of this Section 41.C, each Party to this Agreement agrees to appoint, delegate and authorize its Chief Administrative Officer to meet and confer with the appointed, delegated and authorized Chief Administrative Officers of the other Parties promptly thereafter to discuss the reasons for the termination notice and whether there are circumstances under which the Parties might mutually agree to renewal and continue their cooperative relationship under this Agreement. If a Party does not have a Chief Administrative Office in place, then the Mayor or Village President shall participate in this meeting process. The Parties agree to use their best efforts and to work in good faith through this meeting process to resolve all issues precipitating the notice of termination. These efforts shall continue for a period of not less than twelve (12) months following the notice.

D. Partial Termination Due to Failure of Oak Lawn to Construct 2013 Regional System Improvements. Notwithstanding the provisions of Section 29, the Southwest System Customers may terminate this Agreement upon the occurrence of the following: (1) Oak Lawn has failed to issue any of the New Series Bonds for a period of three years after the Effective Date of this Agreement; or (2) Oak Lawn has not awarded at least three (3) of eight (8) Bid Packages within three (3) years after the Effective Date of this Agreement. If the Southwest System Customers find that the above prerequisites exist, the Southwest System Customers may give Oak Lawn notice within three years and three months after the Effective Date of this

Agreement that this Agreement will terminate on a designated date not more than three years after the date of such notice. This Agreement will terminate as of the date designated in such notice, unless otherwise mutually agreed by the Parties. Upon termination, those obligations to pay Capital Costs and Charges incurred prior to termination and any covenants related to the payments of Bonds and coverage requirements related thereto shall continue until said obligations have been paid.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Oak Lawn and Southwest System Customers have caused their respective corporate seals to be hereunto affixed and attested and these presents to be signed by their respective officers

SOUTHWEST SYSTEM CUSTOMERS:

VILLAGE OF MOKENA

By: _____
Its: _____

ATTESTED:

Municipal Clerk

[SEAL]

DATED: _____, 2014

VILLAGE OF NEW LENOX

By: _____
Its: _____

ATTESTED:

Municipal Clerk

[SEAL]

DATED: _____, 2014

VILLAGE OF OAK FOREST

By: _____
Its: _____

ATTESTED:

Municipal Clerk

[SEAL]

DATED: _____, 2014

VILLAGE OF ORLAND PARK

By: _____
Its: _____

ATTESTED:

Municipal Clerk

[SEAL]

DATED: _____, 2014

VILLAGE OF TINLEY PARK

By: _____
Its: _____

ATTESTED:

Municipal Clerk

[SEAL]

DATED: _____, 2014

OAK LAWN:

VILLAGE OF OAK LAWN

By: _____
Its: _____

ATTESTED:

Municipal Clerk

[SEAL]

DATED: _____, 2014

EXHIBITS (A TO I) HERE

EXHIBIT J

CONTRACTS THAT MUNICIPAL CUSTOMERS HAVE WITH OTHERS TO SUPPLY WATER

Supplier	Purchaser	Contract Term
Tinley Park	Illinois American Water Company	at will/ month to month
Orland Park	Illinois American Water Company	at will/ month to month

Note: As is stated in the body of the Agreement, Mokena and New Lenox are served by Tinley Park from the Points of Delivery by Oak Lawn to Tinley Park.

EXHIBIT K

PAYMENTS DUE TO OAK LAWN FOR “OLD BONDS” AND OLD BONDS SPECIAL CONNECTION FEE

I. OLD BONDS FOR 2001 AND 2006 IMPROVEMENTS.

A. *2001 Improvements.* In 2001, Oak Lawn designed and constructed a new fifty-four (54) inch diameter dedicated water transmission main from the City of Chicago’s Durkin Park Pumping Station at 85th Street and Keeler Avenue to Oak Lawn’s Reich Pumping Station at 91st Street and Southwest Highway (the “*2001 Improvements*”). To pay for the 2001 Improvements, Oak Lawn issued the General Obligation Corporate Purpose Bonds, Series 2001A (“*2001A Bonds*”). The 2001A Bonds have subsequently been refinanced by Oak Lawn through the issuance of its General Obligation Refunding Bonds, Series 2011A (“*2011A Bonds*”). The Southwest System Customers have agreed to pay shares of the debt service for the costs of the 2001 Improvements.

B. *2006 Improvements.* In 2006, Oak Lawn designed and constructed the Harker Pump Station Piping Improvements and the Booster Pump Station Improvements (collectively, “*2006 Improvements*”). To pay for the 2006 Improvements, Oak Lawn issued the General Obligation Corporate Purpose Bonds, Series 2006 (“*2006 Bonds*”) and the Southwest System Customers have agreed to pay shares of the debt service for the costs of the 2006 Improvements.

C. *Prior Agreements.* Oak Lawn and the Southwest System Customers have previously entered into certain intergovernmental agreements for the payment of shares of the debt service on the 2001A Bonds and the 2006 Bonds, which the Parties agree will be replaced in full by the terms of this Exhibit K and the Agreement to which it is attached, as more particularly itemized in Exhibit N to the Agreement. In this Exhibit K, the Parties have agreed to conform the method of determining the relative shares of the Customers for both the 2001 and 2006 Improvements to be based on each Customer’s current year IDNR Lake Michigan water allocation.

D. *Old Bonds.* The 2001A Bonds, the 2011A Bonds and the 2006 Bonds are collectively referred to as the “*Old Bonds.*”

II. PAYMENTS BY SOUTHWEST SYSTEM CUSTOMERS.

A. *Obligation to Pay.* In addition to the other amounts due pursuant to Section 15 of the Agreement, the Parties recognize and agree that the Southwest System Customers and any other Old Bonds Participating Customers (as hereinafter defined) shall be solely responsible for the payment of all principal and interest costs, on a proportionate basis as described in this Exhibit K, associated with the 2001A Bonds/2011A Bonds issued for the 2001 Improvements and the 2006 Bonds issued for the 2006 Improvements and, in no event shall Oak Lawn be

responsible for any payments from its corporate or other funds for bond principal or interest repayment with respect to the 2001 and 2006 Improvements.

B. *Old Bonds Proportionate Share.* Each Southwest System Customer shall pay its proportionate share of the annual debt service incurred by Oak Lawn related to the 2001 Improvements and the 2006 Improvements, including, but not limited to, all financing, construction and land acquisition costs (if any) and all engineering and legal fees associated therewith. Each Southwest System Customer's share for each of the 2001 Improvements and 2006 Improvements is to be determined based upon that Customer's current annual Lake Michigan water allocation from the IDNR in relation to the current annual water allocations of all other Municipal Customers utilizing the 2001 Improvements and/or 2006 Improvements who have agreed to pay for a share of either or both Improvements, as applicable (hereinafter referred to as its "*Old Bonds Proportionate Share*").

C. *Billing.* Oak Lawn shall invoice each Southwest System Customer for its Old Bonds Proportionate Share of any such debt service payments no less than thirty (30) days prior to Oak Lawn's due date for depositing funds for making any such debt service payments. Each Southwest System Customer shall remit its payment for its Old Bonds Proportionate Share of such debt service payment on or before said due date, so that Oak Lawn has sufficient funds on hand to make the required debt service payment. Each Southwest System Customer's total annual payment for its Old Bonds Proportionate Share of debt service may be divided into two (2) or more partial payments by Oak Lawn so as to follow the payment schedule for Oak Lawn's debt service payments.

D. *Advance Payment.* Any Southwest System Customer may prepay all or any portion of its indebtedness under this Exhibit K without penalty at any time. Any such full debt service prepayment would fulfill all of such Customer's obligations under this Exhibit K.

E. *Duration of Obligation to Pay.* It is anticipated by Oak Lawn and the Southwest System Customers that Oak Lawn will be financing the 2001 and 2006 Improvements by issuing debt instruments with a repayment schedule that does not exceed thirty (30) years for each group of Improvements. As such, each Southwest System Customer agrees that it shall remain obligated under this Exhibit K for the payment of its Old Bonds Proportionate Share for the entire term of the debt instruments issued by Oak Lawn to finance each of the 2001 and 2006 Improvements. Said payment obligation of each Southwest System Customer shall remain in full force and effect even if that Customer ceases to obtain Chicago Water through the Oak Lawn Regional Water System prior to the final payment for the debt service for each of the 2001 and 2006 Improvements by Oak Lawn. In the event that a Southwest System Customer ceases to obtain Chicago Water through the Oak Lawn Regional Water System prior to the final payment for the debt service for each of the 2001 and 2006 Improvements by Oak Lawn, that Customer's Old Bonds Proportionate Share of said annual debt service shall, after that Customer ceases to obtain Chicago Water through the Oak Lawn Regional Water System, be calculated based on that Customer's water allocation during the twelve (12) months immediately preceding the cessation of that Customer's receipt of Chicago Water through the Oak Lawn Regional Water System.

III. REALLOCATION OF OLD BONDS PROPORTIONATE SHARES; OLD BONDS SPECIAL CONNECTION FEE.

A. *Reallocation with Southeast System Customers.* In the event that any existing Southeast System Customer of the Oak Lawn Regional Water System enters into a new water sale, purchase or service agreement with Oak Lawn relative to utilizing the 2001 Improvements, the 2006 Improvements, or both, such agreement shall contain the same terms as provided in this Exhibit K and provisions of the Agreement related to Exhibit K, and each Southwest System Customer's Old Bonds Proportionate Share payments thereafter shall be reduced accordingly (pro rata based upon each Southwest System Customer's current daily water allocation and the combined current daily water allocations of all Oak Lawn Municipal Customers participating in paying the debt service for each of the 2001 Improvements and the 2006 Improvements, including the existing Southeast System Customer).

B. *Reallocation with Future Water Customers.* In the event that Oak Lawn enters into an agreement for water sale, purchase or service with any Future Water Customer other than an Oak Lawn Reserved Share Customer after the Effective Date of this Agreement, Oak Lawn agrees that any such agreement with any such Future Water Customer that utilizes either the 2001 Improvements, the 2006 Improvements, or both, shall require the Future Water Customer to pay its Old Bonds Proportionate Share (based upon the Future Water Customer's then current daily water allocation) of the debt service incurred by Oak Lawn for 2001 Improvements, 2006 Improvements, or both, as utilized by the Future Water Customer, and that future payments of the Old Bonds Proportionate Share owed by each Southwest System Customer shall be reduced accordingly (pro rata based upon its current daily water allocation and the combined current daily water allocations of all Oak Lawn Municipal Customers participating in paying the debt service for each of the 2001 Improvements and the 2006 Improvements, including the Future Water Customer).

C. *Calculation of Old Bonds Special Connection Fee.* The Old Bonds Special Connection Fee shall be calculated as follows: the Buy In Base for Old Bonds multiplied by a fraction, the numerator of which is the annual allocation of Chicago Water by IDNR to the proposed Southeast System Customer or other Future Water Customer as of the Connection Fee Date, and the denominator of which is the sum of the total annual allocations by IDNR to those Municipal Customers as of the Connection Fee Date who are obligated to pay on each series of the Old Bonds pursuant to this Exhibit for the 2001 Improvements, the 2006 Improvements, or both, as are to be utilized by the proposed Customer (collectively, "*Old Bonds Participating Customers*"), plus the amount contained in the numerator for the Chicago Water allocation to the proposed Customer. This formula is further expressed as follows and shall be applied to each series of the Old Bonds:

IDNR water allocation to the proposed Southeast System Customer or Future Water Customer as of the Connection Fee Date <hr/> IDNR annual water allocations to the Old Bonds Participating Customers as of the Connection Fee Date plus the amount included in the numerator	X	Buy In Base for Old Bonds	=	Old Bonds Special Connection Fee
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Such Old Bonds Special Connection Fee shall be paid to all Old Bonds Participating Customers on a proportionate basis based upon the following formula:

Old Bonds Special Connection Fee	X	Old Bonds Participating Customer's Chicago Water annual allocation from IDNR as of the Connection Fee Date <hr/> The total Chicago Water annual allocation of all Old Bonds Participating Customers as of the Connection Fee Date	=	Old Bonds Participating Customer's share of the Special Connection Fee
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IV. INDEMNIFICATION.

For and in consideration of the obligations assumed by Oak Lawn under this Exhibit K and related provisions of the Agreement pertaining to the Old Bonds, each Southwest System Customer shall release, defend, indemnify and hold Oak Lawn, its officers, agents and employees (the "Oak Lawn Indemnified Parties") harmless from any and all claims, demands, lawsuits, damages, judgments or costs, including reasonable attorney's fees (collectively referred to as "Claims") of whatsoever nature occurring, arising from or related to any challenge to the legality of this Exhibit K and related provisions of the Agreement pertaining to the Old Bonds, by an individual and/or entity not a party to the Agreement. However, in the event Oak Lawn exercises this indemnification provision, each Southwest System Customer shall retain the right to appoint counsel of its choosing to defend against any such challenge and shall retain the right to settle or compromise any such claim with or without the consent of Oak Lawn. In addition, this indemnification obligation shall be borne by all the Participating Municipalities in their applicable Old Bonds Proportionate Shares. Without limiting the generality of the foregoing indemnity, and by way of example only, each Southwest System Customer shall release, defend, indemnify and hold the Oak Lawn Indemnified Parties harmless from any Claims by Municipal Customers or Future Water Customers with respect to their ability to utilize the 2001 or 2006 Improvements as a consequence of this Exhibit K or any payments associated therewith which may be required under this Exhibit K and the Agreement. In addition, each Southwest System Customer shall remain legally responsible for the payment of its Old Bonds Proportionate Share of the bond and interest payment irrespective of any Claims or the outcome of any legal proceedings regarding such Claims.

EXHIBITS (L TO M) HERE

EXHIBIT N

SUPERSEDED INTERGOVERNMENTAL AGREEMENTS

AGREEMENT	DATE
PRIMARY WATER CONTRACTS	
Water Supply Contract Between Village of Oak Lawn and Village of Tinley Park	April 4, 1973
Amendment to Water Supply Contract Between Village of Oak Lawn and Village of Tinley Park	April 22, 1986
Second Amendment to Water Supply Contract Between Village of Oak Lawn and Village of Tinley Park	February 20, 2001
Term Extension Amendment to Water Supply Contract Between Village of Oak Lawn and Village of Tinley Park	September 27, 2011
Water Supply Contract Between Village of Oak Lawn and City of Oak Forest	April 4, 1973
Amendment to Water Supply Contract Between Village of Oak Lawn and City of Oak Forest	April 22, 1986
Term Extension Amendment to Water Supply Contract Between Village of Oak Lawn and City of Oak Forest	September 27, 2011
Water Supply Service Agreement Between Village of Oak Lawn and Village of Orland Park	October 11, 1982
Term Extension Amendment to Water Supply Contract Between Village of Oak Lawn and Village of Orland Park	September 27, 2011
INTERGOVERNMENTAL CONTRACTS—PHASE I IMPROVEMENTS	
Intergovernmental Contract Between Village of Tinley Park and Village of Oak Lawn	September 21, 1999
First Amendment to Intergovernmental Contract Between Village of Tinley Park and Village of Oak Lawn	February 20, 2001
Intergovernmental Contract Between City of Oak Forest and Village of Oak Lawn	May 22, 2001
Intergovernmental Contract Between Village of Orland Park and Village of Oak Lawn	September 20, 1999

AGREEMENT	DATE
First Amendment to Intergovernmental Contract Between Village of Orland Park and Village of Oak Lawn	April 23, 2001
Intergovernmental Contract Between Village of New Lenox and Village of Oak Lawn	September 21, 1999
First Amendment to Intergovernmental Contract Between Village of New Lenox and Village of Oak Lawn	April 20, 2001
Intergovernmental Contract Between Village of Mokena and Village of Oak Lawn	September 22, 1999
First Amendment to Intergovernmental Contract Between Village of Mokena and Village of Oak Lawn	March 26, 2001
INTERGOVERNMENTAL AGREEMENTS FOR MOKENA/NEW LENOX	
Intergovernmental Agreement Between Villages of New Lenox, Mokena and Oak Lawn In Regard to Lake Michigan Water	September 29, 1999
Term Extension Amendment to Intergovernmental Agreement Between Villages of New Lenox, Mokena and Oak Lawn In Regard to Lake Michigan Water	September 27, 2011
INTERGOVERNMENTAL AGREEMENTS FOR SOUTHWEST WATER TRANSMISSION SYSTEM IMPROVEMENTS	
Intergovernmental Agreement Between Village of Tinley Park and Village of Oak Lawn, as amended by the First Amendment to Intergovernmental Agreement (Southwest Water Transmission System Improvements)	January 24, 2006
Intergovernmental Agreement Between Village of Mokena and Village of Oak Lawn, as amended by the First Amendment to Intergovernmental Agreement (Southwest Water Transmission System Improvements)	March 28, 2006
Intergovernmental Agreement Between Village of New Lenox and Village of Oak Lawn, as amended by the First Amendment to Intergovernmental Agreement (Southwest Water Transmission System Improvements)	March 28, 2006
Intergovernmental Agreement Between Village of Orland Park and Village of Oak Lawn, as amended by the First Amendment to Intergovernmental Agreement (Southwest Water Transmission System Improvements)	March 28, 2006

EXHIBIT O

FINANCING PLAN AND PARAMETERS OAK LAWN REGIONAL WATER SYSTEM “NEW SERIES BONDS” FOR THE “2013 REGIONAL SYSTEM IMPROVEMENTS”

I. INTRODUCTION.

This Financing Plan and Parameters (the or this “*FPP*”) is set forth as Exhibit O to that certain “Regional Water System Water Sale, Purchase and Service Agreement Between the Village of Oak Lawn, Illinois and Certain of Its Municipal Customers” (the “*Agreement*”). The defined terms of the Agreement are incorporated by reference, unless otherwise defined expressly in this Exhibit O or unless the context or use of a term clearly indicates another meaning is intended. This FPP is pursuant to Section 4.B of the Agreement and relates to the New Series Bonds and Bonds issued at any time in the future to refund New Series Bonds.

II. SOURCE OF FUNDS AND LIEN PRIORITIES; PREFERENCES FOR IEPA LOANS.

The Bonds shall be payable from the “*Net Revenues*” (Regional System Revenues less Operation and Maintenance Costs). The Bonds may be in various lien positions, commonly referred to as first lien, second lien, third lien, and so on. It is anticipated that a portion of the Bonds will be issued to the IEPA pursuant to its 20-year loan program for water projects (such portion will be referred to interchangeably with Bonds as the “*IEPA Loans*”).

IEPA Loans shall be Bonds in a third lien position on Net Revenues. Oak Lawn shall procure the maximum amount of IEPA Loans made available to it to finance the Project. In stating this preference, the Parties to the Agreement acknowledge that they are familiar with the IEPA water project loan program regulations, which in general provide funding for certain Project costs and defer loan repayment for a period of time, adding the deferred interest to principal at the time the loan begins to amortize, and such amortization occurring in level stated amounts of principal and interest semi-annually for 20 years. It is possible that during the course of acquiring and constructing the 2013 Regional System Improvements (herein also the “*Project*”) the IEPA may offer a 30-year loan program. Oak Lawn will seek to issue Bonds for 30-year IEPA Loans only after Executive Consent [is] Obtained as provided in the Agreement.

One series of IEPA Loans has already been procured by Oak Lawn, utilizing its own credit on an interim basis. This is an IEPA Loan approved for \$15,000,000 (estimated to be drawn in the amount of approximately \$12,700,000), more or less, to provide for improvements at the Harker Pumping Station. This FPP permits allocation of that IEPA Loan to a Bond (*i.e.* payable from the Net Revenues). This FPP permits Oak Lawn to have allocated to it, to the fullest extent possible, the debt service payments on this IEPA Loan as its share of Capital Costs and Charges. This provision entitles Oak Lawn to the (low) interest rate obtained on such IEPA Loan.

For Bonds which must be issued which are not IEPA Loans, this FPP permits the issuance of Senior Lien Bonds with a goal of achieving a rating in the second highest rating category by one or more appropriate rating agencies (such as Moody's or S&P) which ratings are now commonly known as "AA" or "Aa." The Parties acknowledge that such ratings typically require financial covenants, such as Net Revenues coverage of debt service on such Bonds.

III. MAXIMUM PRINCIPAL AMOUNTS.

A. The maximum principal amount of Bonds issued to pay the costs of acquiring and constructing the Project, including the costs of all lands and rights in land and water, and other necessary or advisable capital expenditures related thereto, and all costs of engineering related to the Project, shall not exceed such principal amount as will produce not in excess of \$179,550,000 of proceeds.

B. To said principal amount may be added amounts as follows:

1. Costs of issuance of the New Series Bonds (which includes the costs of all Parties to the Agreement of negotiating the Agreement) including legal, financial advisory, and engineering costs of such negotiations, bank fees and underwriting fees and similar costs, costs of credit enhancement such as bond insurance, line of credit or letter of credit fees, and the like, and typical closing costs for Bonds.

2. Bond reserve amounts not to exceed ten percent (10%) of the face ("*par*") amount of the New Series Bonds.

3. For any series of refunding Bonds, such additional principal amounts as may be necessary to accomplish such refunding (*i.e.* pay the designated debt service [principal and interest and redemption costs, if any] of such prior series of Bonds) including costs of issuance of such refunding Bonds, in each instance limited to two percent (2%) of par plus any bank fees or credit enhancement fees related to such refunding Bonds.

4. Capitalized interest on any Bonds for a maximum term of five years.

C. The maximum principal amount of Bonds of all series, including any series of refunding Bonds, which may be outstanding at any one time shall not exceed \$240,000,000.

IV. MINIMUM PURCHASE PRICE AND COMPENSATION TO BANKS AND UNDERWRITERS.

Bonds shall be sold at not less than 98% of par. Compensation paid to any bank or financial institution acquiring Bonds in a negotiated purchase shall not exceed 1% of par. Compensation to any underwriters of Bonds shall not exceed 2% of par.

V. RATES OF INTEREST ON BONDS.

No Bond shall bear a rate of interest or have a yield greater than permitted to a non-home rule governmental unit in Illinois as currently provided in the "Bond Authorization Act" of the State, as supplemented or amended. Oak Lawn will retain an independent financial advisor for all Bonds except those which are IEPA Loans. Oak Lawn will obtain from such financial advisor an opinion on each series of Bonds except IEPA Loans that the interest rates payable and the other financial terms of such Bonds are fair and reasonable in view of the structure of such Bond issue and then current conditions in the relevant market for such Bonds.

Bonds may utilize interest rate swaps upon the terms set forth in the Bond Authorization Act.

VI. MAXIMUM ANNUAL DEBT SERVICE.

Planned maximum annual debt service shall not exceed \$22,500,000. However, Bonds may become due resulting in greater debt service than that amount with the intention of refunding such Bonds (such obligations may have what is referred to as "bullet" maturities).

VII. TERM TO MATURITY; ANNUAL DEBT SERVICE; CERTAIN BOND CONSIDERATIONS.

As noted above, the Parties acknowledge the terms upon which the IEPA Loans will be repaid.

For other Bonds, planned principal authorization, to the extent commercially reasonable, will be deferred so as to begin to amortize at the final maturity of an IEPA Loan and end prior to expiration of the current term of the Agreement and provide annual debt service during and beyond the term of the IEPA Loans and taking into account the IEPA Loans, which is substantially level for all but the last two years of the maturity of all series of Bonds, in which such debt service shall decrease, but which decrease may take into account the application of money in the debt service reserve fund for such Bonds to pay all or a portion of such last two maturities.

As is the case with respect to maximum annual debt service, substantially level annual debt service is a planned parameter, within a range of plus or minus \$50,000, and greater debt service may be incurred with the anticipation that such Bonds will be refunded from time to time.

VIII. REVOLVING LINE OF CREDIT BONDS

At any time prior to December 31, 2020, Bonds may be issued in the form of a revolving line of credit ("*L/C Bonds*") having a variable rate of interest within the maximum rate of interest set forth above. The maximum amount of such LC Bonds is \$20,000,000. Oak Lawn anticipates that the amount of the LC Bonds will be in the range of \$5,000,000 to \$15,000,000. If the L/C Bonds are outstanding on June 30, 2020, Oak Lawn will begin a financing effort to

refund such L/C Bonds with long-term Bonds. At such time, the term of the L/C Bonds may be extended to a further date if in the judgment of Oak Lawn such extension is advantageous but only after Executive Consent [is] Obtained as provided in the Agreement.

EXHIBIT P

STATEMENT OF MUTUAL COOPERATION PROCESS

For purposes of this Exhibit, all definitions as given in the Agreement of which this Exhibit is a part are incorporated by reference.

A. It is the intention of the Parties to this Agreement to create a long-term arrangement that is able to change and evolve over coming years to meet the changing demographics and needs of Oak Lawn and the Southwest System Customers.

B. Both Oak Lawn and the Southwest System Customers embrace the concept of establishing a framework for a long-term intergovernmental cooperative relationship for the reliable and cost-effective delivery of Chicago Water from Chicago to the Southwest System Customers through the Oak Lawn Regional Water System. To meet this objective, Oak Lawn and the Southwest System Customers agree to work together to investigate possible means of furthering the improvement and operation of the Oak Lawn Regional Water System to provide the Southwest System Customers with a long-term, reliable supply of Chicago Water. Oak Lawn and the Southwest System Customers agree that they will, from time to time, investigate alternative capital improvements and financing methods, as well as alternative operations and maintenance procedures, for the Oak Lawn Regional Water System, with the overall objective of enhancing the public health, safety and welfare of those to whom the Southwest System Customers provide Chicago Water.

C. Both Oak Lawn and the Southwest System Customers recognize that an essential element of this cooperative relationship is to ensure a reliable water delivery system for the provision of Chicago Water at a reasonable cost, and they jointly will seek out and develop mutually beneficial opportunities. As part of this effort, this Agreement establishes a regular method of budget development and review for the Oak Lawn Regional Water System, on Oak Lawn's annual budget cycle, and a process to evaluate budgeted items and anticipated costs.

D. Oak Lawn recognizes that the Southwest System Customers are a substantial contributor to the total Operation and Maintenance Costs of, and to the Capital Costs and Charges for, the Oak Lawn Regional Water System in the provision of Chicago Water to the Southwest System Customers, and that the Southwest System Customers desire meaningful input in various aspects of the Oak Lawn Regional Water System. Oak Lawn intends to share these enhanced input opportunities with the Southwest System Customers.

E. This Agreement will establish a variety of mechanisms for enhanced contact and communication between Oak Lawn and the Southwest System Customers on topics relevant to this Agreement including, among other things, water supply and reliability, Operation and Maintenance Costs and Capital Costs and Charges for the Oak Lawn Regional Water System, and the future effective and beneficial functioning of the Oak Lawn Regional Water System and the relationship between the Parties.

F. The mutually cooperative efforts set forth in this Exhibit will occur mainly through Working Groups as described in Sections I.B and I.D of this Exhibit and management level communications as described in the following sections. The Southwest System Customers acknowledge that providing review, feedback, recommendations and input to Oak Lawn, and Oak Lawn's acceptance of such, shall not supersede Oak Lawn's role as the sole entity responsible for the daily operation of the Oak Lawn Regional Water System. Oak Lawn supports these mutual cooperation efforts but reserves the right to accept or not accept certain recommendations provided by the Southwest System Customers.

G. The Southwest System Customers acknowledge that Oak Lawn is the licensed water system operator solely responsible for the Oak Lawn Regional Water System and as established and permitted by the IEPA, and therefore it shall be mandatory that Oak Lawn retain full operational control of the Oak Lawn Regional Water System.

H. Oak Lawn and the Southwest System Customers agree to commence mutual cooperation efforts outlined in this Exhibit, including Working Groups as described in Sections I.B and I.D of this Exhibit, upon execution of this Agreement. The Parties agree that this will enable and support the effective and efficient completion of the 2013 Regional System Improvements, the plan for which the Southwest Customers have approved.

ACCORDINGLY, OAK LAWN AND THE SOUTHWEST SYSTEM CUSTOMERS AGREE AS FOLLOWS.

I. Cooperation and Communication Regarding Reliability and Cost Control; Review and Accountability.

A. Coordination and Communication. Oak Lawn and the Southwest System Customers agree that they desire to establish a variety of means to enhance and promote communication and cooperation between Oak Lawn and the Southwest System Customers. In addition to those matters otherwise addressed in this Agreement, Oak Lawn and the Southwest System Customers also wish to establish procedures and processes to allow review of the Oak Lawn Regional Water System, to enable continuing channels of communication between Oak Lawn and the Southwest System Customers, and to ensure beneficial decision-making by Oak Lawn in the operation, maintenance and periodic improvement of the Oak Lawn Regional Water System. Nothing in this Exhibit is intended to require the Southwest System Customers to create reports that each does not regularly produce.

B. Mutual Cooperation Through Working Groups.

1. Formation. To facilitate an ongoing structure for consistent communication, Oak Lawn and the Southwest System Customers agree that the Southwest System Customers will establish three working groups ("*Working Groups*"), consisting of personnel from the Southwest System Customers, to address the subject areas described in Section I.D of this Exhibit. The Southwest System Customers will notify Oak Lawn of the formation of the Working Groups and the membership of each Working Group, as well as the designated chairperson for each Working Group and such

group's designated liaison to Oak Lawn, from time to time. The Southwest System Customers shall be responsible to provide staff support to the Working Groups, including preparation of meeting agenda and minutes. The Working Groups are intended to be performing jointly the role of staff of the Southwest System Customers, and are not intended to be public bodies subject to the provisions of the Open Meetings Act.

2. *Oak Lawn Liaisons.* Oak Lawn will designate at least one liaison to act on its behalf in cooperating with the Working Groups in various ways, including (a) meeting with the Working Groups as described in this Exhibit, (b) providing information to the Working Groups as requested by each Working Group in connection with their various subject matter areas, and (c) obtaining answers to questions and concerns raised by the Working Groups in connection with the Agreement and provision of Chicago Water to the Southwest System Customers. Oak Lawn's liaison to each Working Group shall be a person holding a position of comparable rank and responsibilities as those held by a majority of individuals serving on each Working Group.

C. *Meetings with Working Groups.*

1. *In General.* The Southwest System Customers will notify Oak Lawn of the proposed meeting schedule and provide an agenda for each of the Working Groups' meetings with their respective Oak Lawn liaisons from time to time. Oak Lawn and each Working Group agree that the "Operations" Working Group and the "Finance/Administration" Working Group shall each meet with their respective designated liaisons from Oak Lawn not less than two (2) times in each calendar year unless the Working Group and Oak Lawn mutually agree that fewer meetings are required from time to time. Oak Lawn and each Working Group agree that the "Management" Working Group and Oak Lawn's designated liaison will meet at least once in each calendar year, on call of the Management Working Group with at least fourteen (14) days notice to Oak Lawn. Oak Lawn and the Working Groups agree that additional meetings will be held by any of these Working Groups with their respective liaisons on call of the Working Group with at least fourteen (14) days notice to Oak Lawn. In the event of an emergency, Oak Lawn and the appropriate Working Group agree to meet as soon as is practicable under the circumstances.

2. *Cooperation with Others.* The Southwest System Customers acknowledge that other Municipal Customers may have substantially similar rights relating to mutual cooperation or may have an interest in the Working Group meetings or actions and agree to cooperate and coordinate with Oak Lawn to the end of avoiding duplicative efforts.

D. *Working Groups.* The Working Groups will be as follows:

1. *Management Working Group:* The Management Working Group will have at least the following functions and duties and other duties as assigned by the Southwest System Customers:

a. Review Oak Lawn's overall compliance with the terms and conditions of this Agreement;

b. Review the overall compliance of each of the Southwest System Customers with the terms and conditions of this Agreement and report on the same to Oak Lawn at least on an annual basis if requested by Oak Lawn;

c. Review and provide recommendations to Oak Lawn and the Southwest System Customers regarding any proposed revisions to, or renewals of, this Agreement;

d. Review, evaluate and provide feedback on the compliance of Oak Lawn and Chicago with the terms and conditions of the Chicago-Oak Lawn Agreement, as such matters affect the Southwest System Customers;

e. Review and provide recommendations to Oak Lawn on all purchases involving Major Capital Costs prior to approval by the corporate authorities of Oak Lawn of the contracts relating to those costs;

f. In conjunction with Oak Lawn's annual budget process, review and provide input on proposed Oak Lawn budget components for the Oak Lawn Regional Water System;

g. In conjunction with Oak Lawn's Asset Management Program for the Oak Lawn Regional Water System, review and provide input on the Oak Lawn Regional Water System's capital budget;

h. On an annual basis, provide to Oak Lawn the capital improvement plan of each Southwest System Customer for its respective Municipal Customer Water System, and provide feedback and input to Oak Lawn on said plans;

i. Review updates of the status of performance and improvements under this Agreement and the Chicago-Oak Lawn Agreement, and coordinate input and recommendations thereon from, the Operations Working Group and the Finance/Administration Working Group;

j. Provide feedback and input to Oak Lawn as well as the corporate authorities of the Southwest Customers regarding performance under this

Agreement and the Chicago-Oak Lawn Agreement and matters involving the Oak Lawn Regional Water System; and

k. Make recommendations to and coordinate with Oak Lawn regarding public information and education on matters involving this Agreement through various methods and programs, such as public meetings, newsletters, websites, and social media.

2. *Operations Working Group*: The Operations Working Group will have at least the following functions and duties and other duties as assigned by the Southwest System Customers:

a. Review and provide feedback to Oak Lawn regarding Oak Lawn's duty to provide the supply of Chicago Water required under this Agreement;

b. Review operational practices and procedures of Oak Lawn in the operation of the Oak Lawn Regional Water System;

c. Review the operational practices and procedures of each of the Southwest System Customers in the operation of their respective Water Systems, as such matters affect the Oak Lawn Regional Water System, and report on the same to Oak Lawn at least on an annual basis if requested by Oak Lawn;

d. Provide input to Oak Lawn to develop appropriate methods for, and to improve, operational coordination in the operation of the Oak Lawn Regional Water System as it delivers Chicago Water to the Southwest System Customers;

e. Review and provide recommendations to the Management Working Group and Oak Lawn on all purchases involving Major Capital Costs prior to approval by the corporate authorities of Oak Lawn of the contracts relating to those costs;

f. In conjunction with Oak Lawn's annual budget process, review and provide input to the Finance/Administration Working Group on proposed Oak Lawn budget components for the Oak Lawn Regional Water System;

g. In conjunction with Oak Lawn's Asset Management Program for the Oak Lawn Regional Water System, review and provide input on the capital budget for the Oak Lawn Regional Water System;

h. Encourage continued and ongoing day-to-day communication between operators of the Oak Lawn Regional Water System and operators of the Southwest System Customers' Water Systems;

i. Review the Chicago Water use requirements of the Southwest Customers and the parameters under which such Chicago Water is to be delivered;

j. Review the quality and source of Chicago Water provided to the Southwest System Customers under the Agreement;

k. Review, discuss and communicate regarding potential and actual emergency conditions that may affect the delivery of Chicago Water under this Agreement;

l. Review, discuss and communicate regarding potential and actual events that may result in planned curtailment or planned shut-downs of, or other impacts on, the Chicago Water supply under this Agreement;

m. Suggest, review and provide input to Oak Lawn on cost effectiveness and cost control initiatives in areas relating to contractual services, commodities and services provided by the Oak Lawn Water Division, where such Division provides support and services to the Oak Lawn Regional Water System; and

n. Provide input and recommendations on these matters to the Management Working Group.

3. *Finance/Administration Working Group:* The Finance/Administration Working Group will have at least the following functions and duties and other duties as assigned by the Southwest System Customers:

a. Conduct, at least on an annual basis, a review of the billing procedures, schedules, and invoices from Oak Lawn to the Southwest System Customers, including supporting documentation as requested;

b. Conduct, at least on an annual basis, a review of the components in the water rate charged by Oak Lawn to the Southwest System Customers, and any changes to or adjustments in the rate;

c. Review and communicate in regard to changes or adjustments to the Chicago Water rates;

d. Conduct, at least on an annual basis, a review of Oak Lawn's debt schedules pertaining to the Oak Lawn Regional Water System, as well as any costs allocated to the Southwest System Customers and the formulas used to calculate the Southwest System Customers' required reimbursement of such costs;

e. Review the financial impact of, and provide recommendations to, the Management Working Group on proposed financing methods, if financing is necessary, for all purchases involving Major Capital Costs prior to approval by the corporate authorities of Oak Lawn of the contracts relating to those costs and other capital items in Oak Lawn's Asset Management Program;

f. In conjunction with Oak Lawn's annual budget process, review and provide input on proposed Oak Lawn budget components for the Oak Lawn Regional Water System;

g. Suggest, review and provide input to Oak Lawn on cost effectiveness and cost control initiatives in areas relating to contractual services, commodities and services provided by the Oak Lawn Water Division, where such Division provides support and services to the Oak Lawn Regional Water System;

h. Review the financial impact of the use of the Oak Lawn Regional Water System by Municipal Customers other than the Southwest System Customers who are Parties under this Agreement, and costs assigned to such Municipal Customers, including any amounts such other customers may be required to pay as a fair share, equitable contribution based on the terms of this Agreement; and

i. Provide input and recommendations on these matters and proposed System Projects to the Management Working Group.

II. Notice of Oak Lawn Meetings. Oak Lawn shall provide notice to the Southwest System Customers of any meeting of the Oak Lawn corporate authorities, or any board, committee, commission, advisory group or other similar body of Oak Lawn when Oak Lawn anticipates that the agenda for a meeting of any such body will include matters relating to the Oak Lawn Regional Water System. Such notice to the Southwest System Customers shall be given to the Southwest System Customers at the same time as notice is given to the members of any such body and shall include copies of the agenda and any agenda materials provided to such body. The Southwest System Customers shall be responsible, not less often than annually, to provide an email address for such notifications, and sending to such addresses shall be adequate notice.

III. Audited Financial Statements. Oak Lawn shall provide to the Southwest System Customers, within two hundred ten (210) days after the close of each of its Fiscal Year, an audit of the Oak Lawn Regional Water System financial records prepared by a certified public accounting firm retained by Oak Lawn for such Fiscal Year.

EXHIBIT Q

AGGREGATE COSTS TEMPLATE

EXHIBIT R
BUDGET TEMPLATE

Exhibit A

Description of Oak Lawn Retail Water System

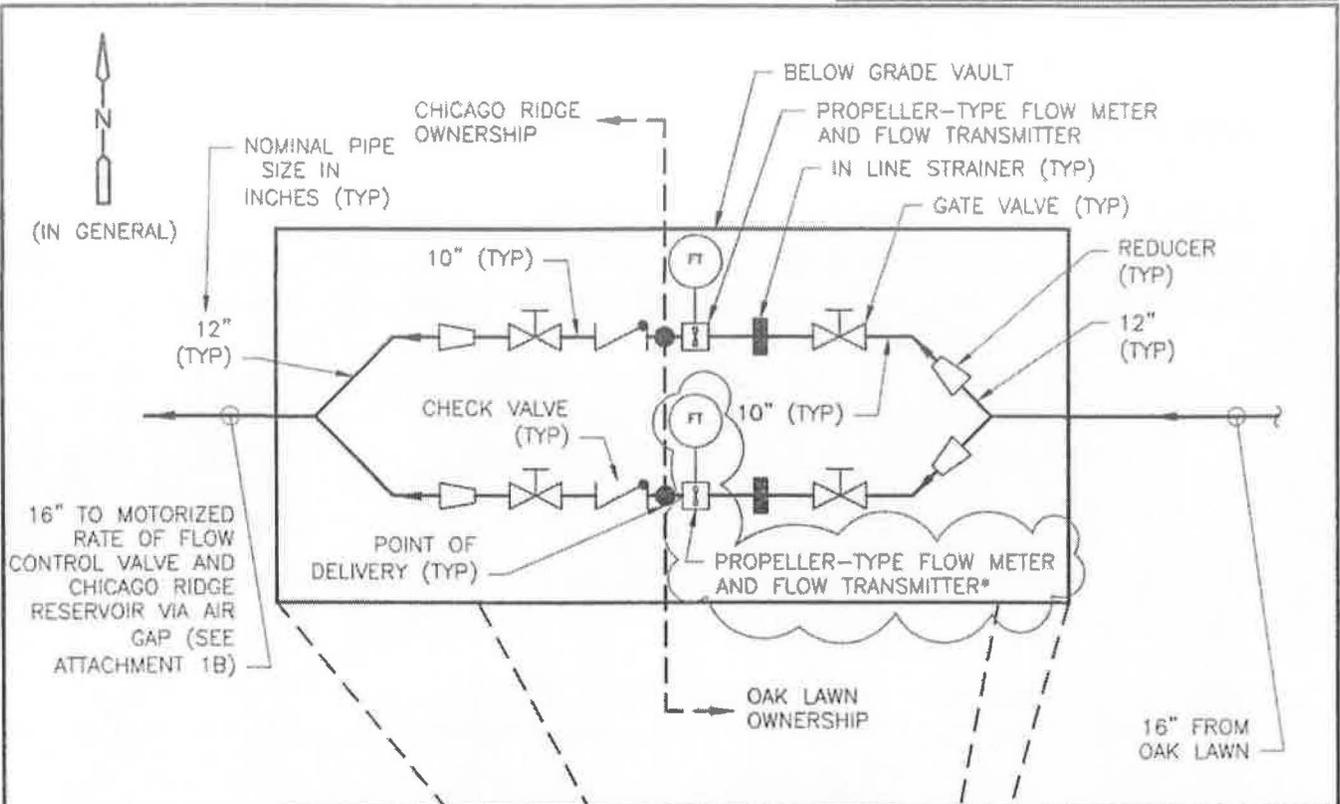
The Oak Lawn Retail Water System serves to store and distribute potable water (i.e., Chicago Water), purchased from the City of Chicago and obtained through the Oak Lawn Regional Water System, to Chicago Water customers within the Village of Oak Lawn. The Oak Lawn Retail Water System is generally comprised of the following major components:

1. Thousands of feet of 24-inch (and smaller) transmission and distribution main.
2. Two, one-million gallon, elevated storage tanks.
3. One, sectionalized, 8-million gallon, ground storage reservoir located at the Reich Storage and Pumping Complex (i.e., the Reich Complex).
4. One, sectionalized, 8-million gallon, ground storage reservoir located at the Harker Storage and Pumping Complex (i.e., the Harker Complex).

Upon completion of the 2013 Regional System Improvements, the Oak Lawn Retail Water System and the Village of Chicago Ridge will share 28,500 feet of combined distribution/transmission main between the Reich and Harker Complexes and the Point of Delivery for the Village of Chicago Ridge. The capacity of the aforementioned shared distribution/transmission main that is needed to supply Chicago Water to the Village of Chicago Ridge has been estimated by independent engineers to represent seventeen percent (17%) of the total capacity of the shared infrastructure. Chicago Ridge will pay an additional charge to Oak Lawn for use of this seventeen percent (17%) share of the Oak Lawn Retail Water System.

Exhibit B
Oak Lawn Regional Water System Points of Delivery to Municipal Customers

(The Southeast System Customers have no knowledge of, and make no representation or agreements regarding, the Points of Delivery for the other Municipal Customers depicted in this Exhibit B.)

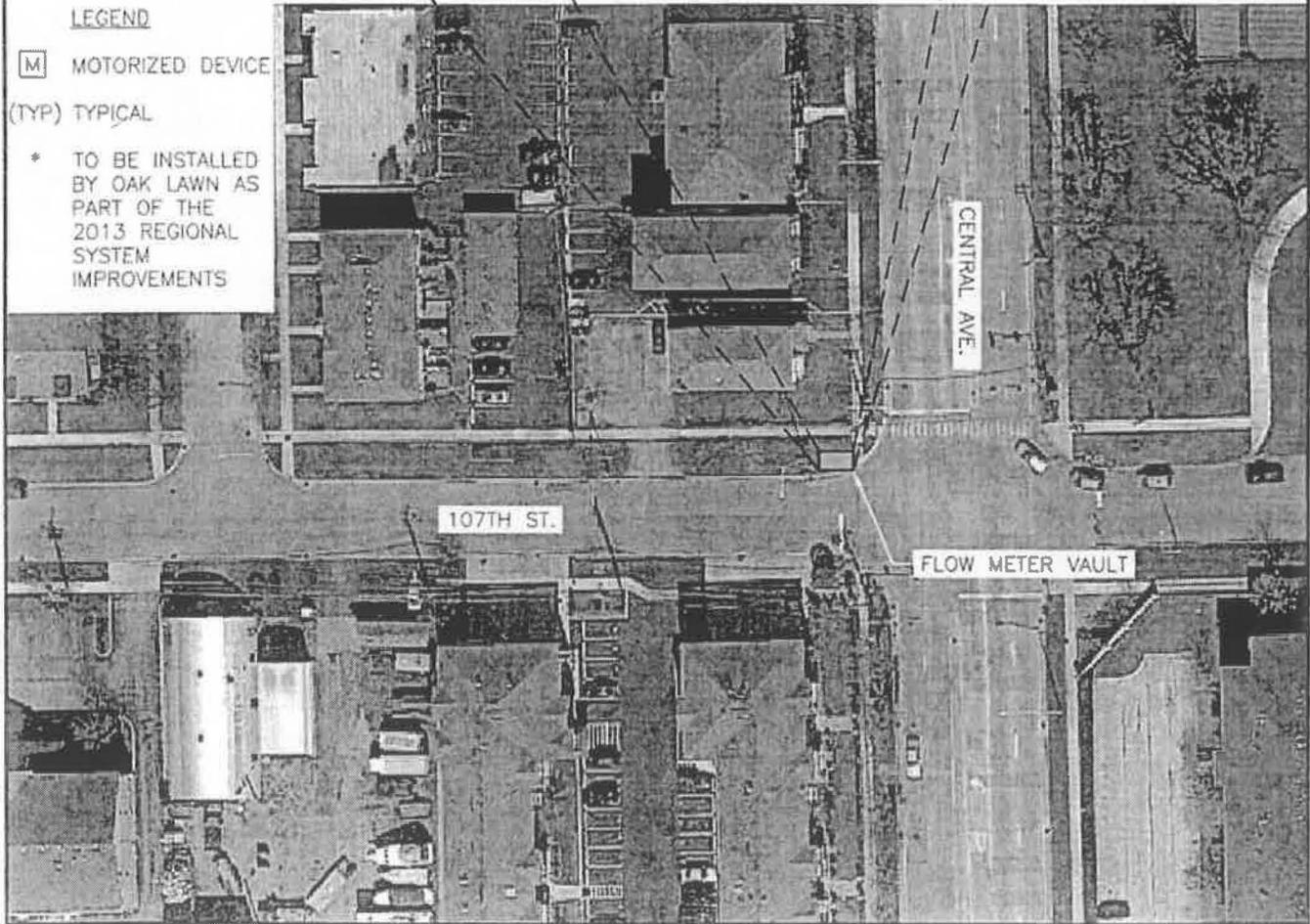


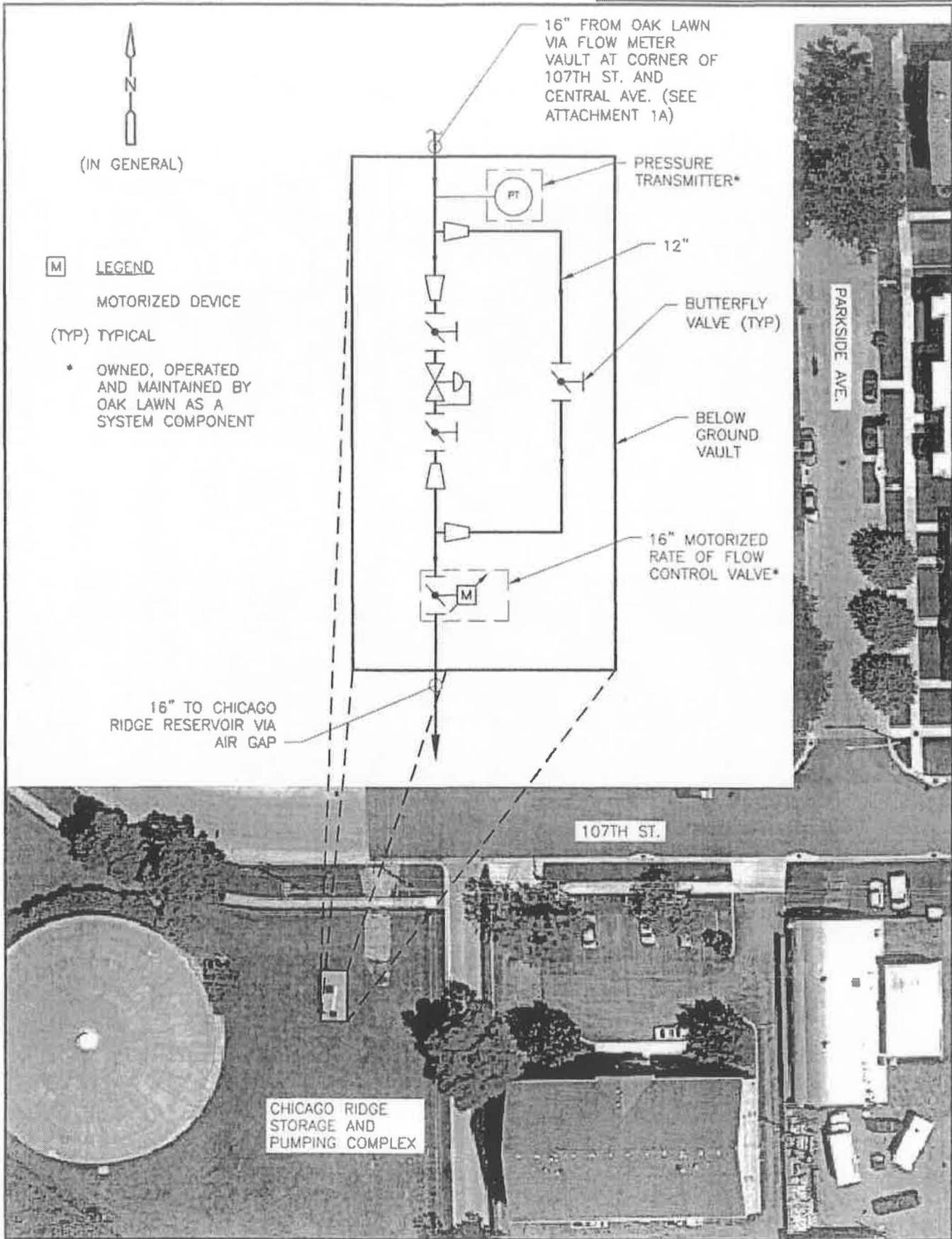
LEGEND

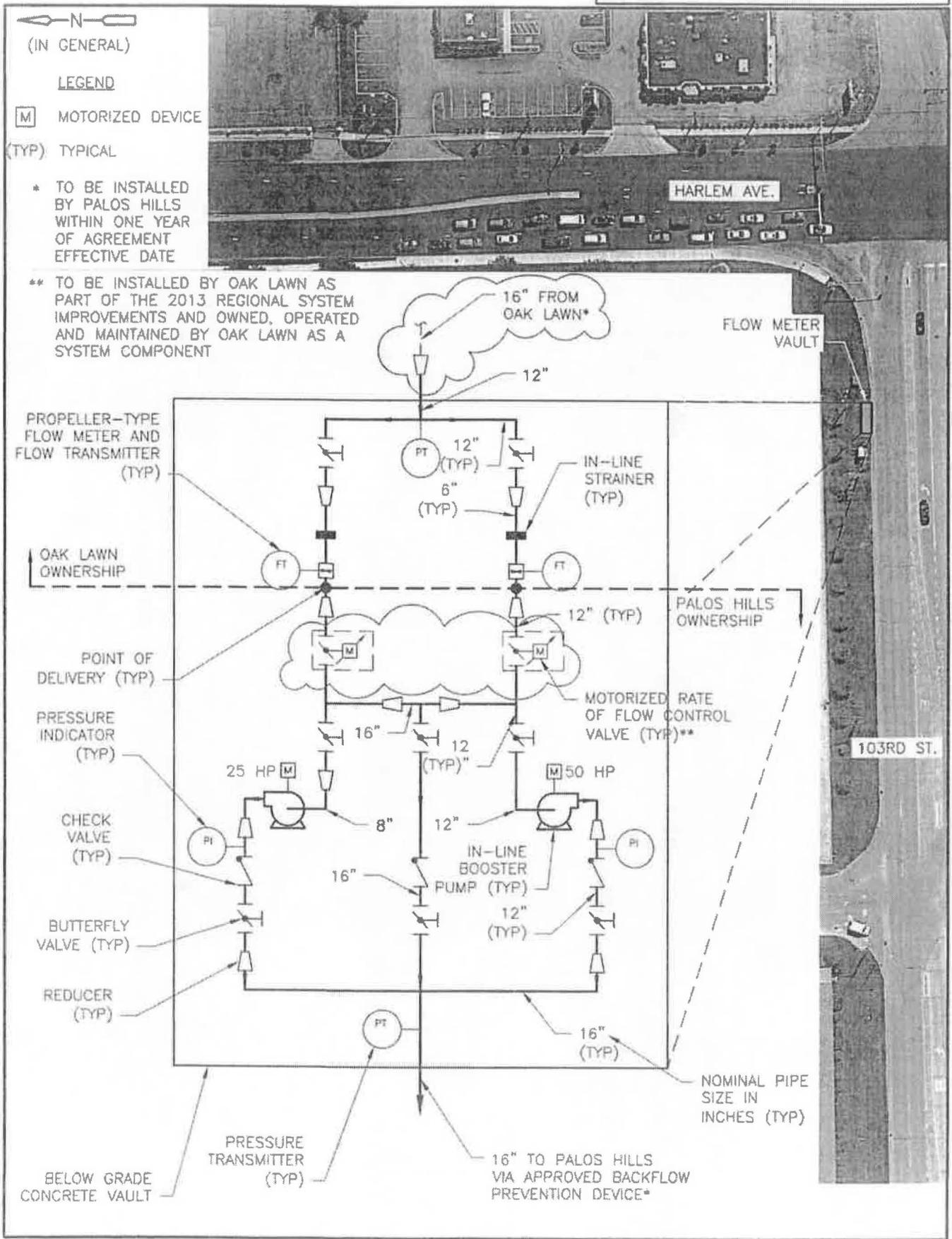
[M] MOTORIZED DEVICE

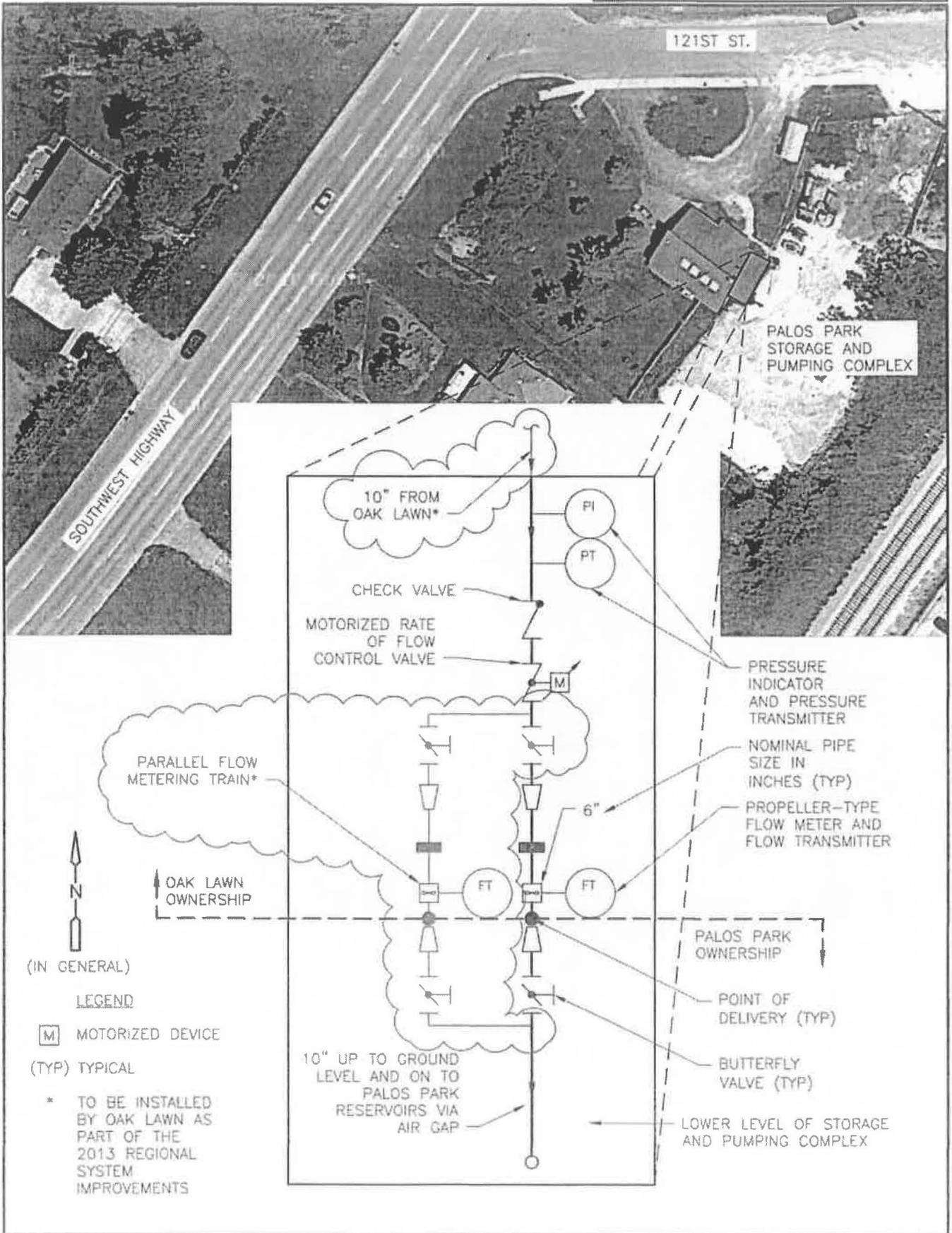
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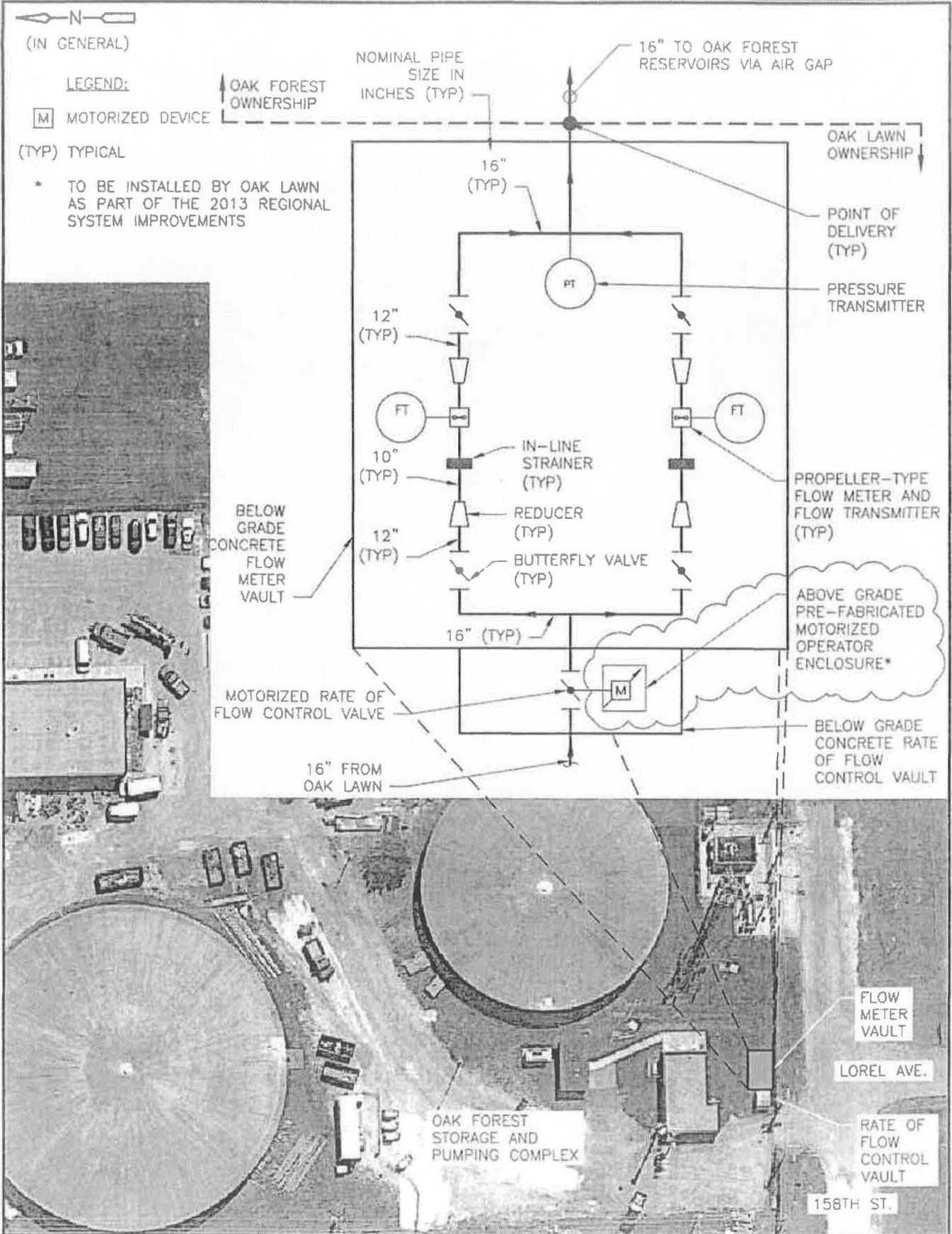
* TO BE INSTALLED BY OAK LAWN AS PART OF THE 2013 REGIONAL SYSTEM IMPROVEMENTS

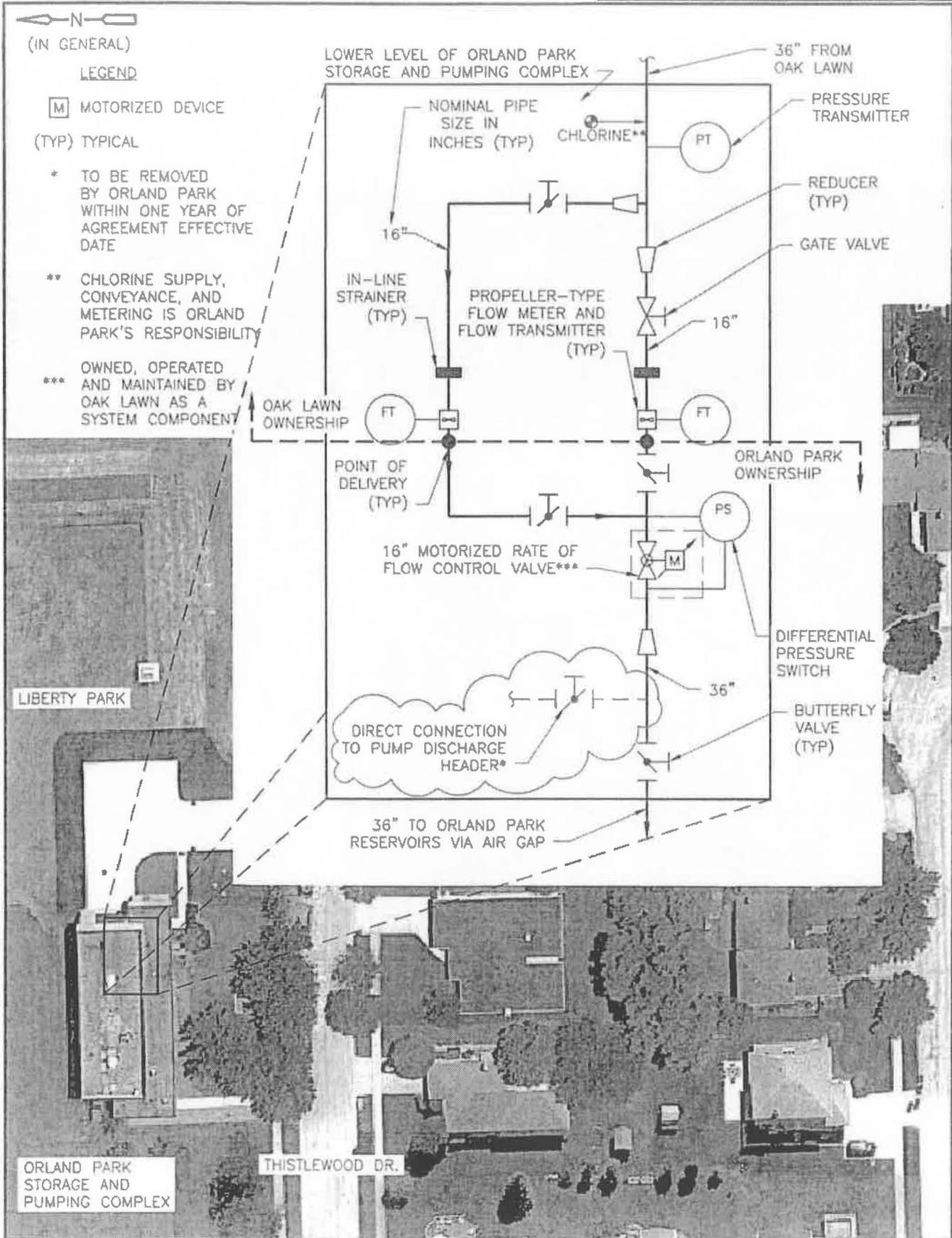












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(IN GENERAL)

LEGEND

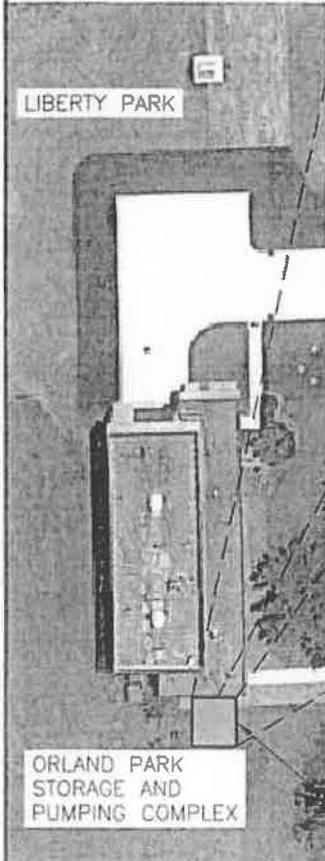
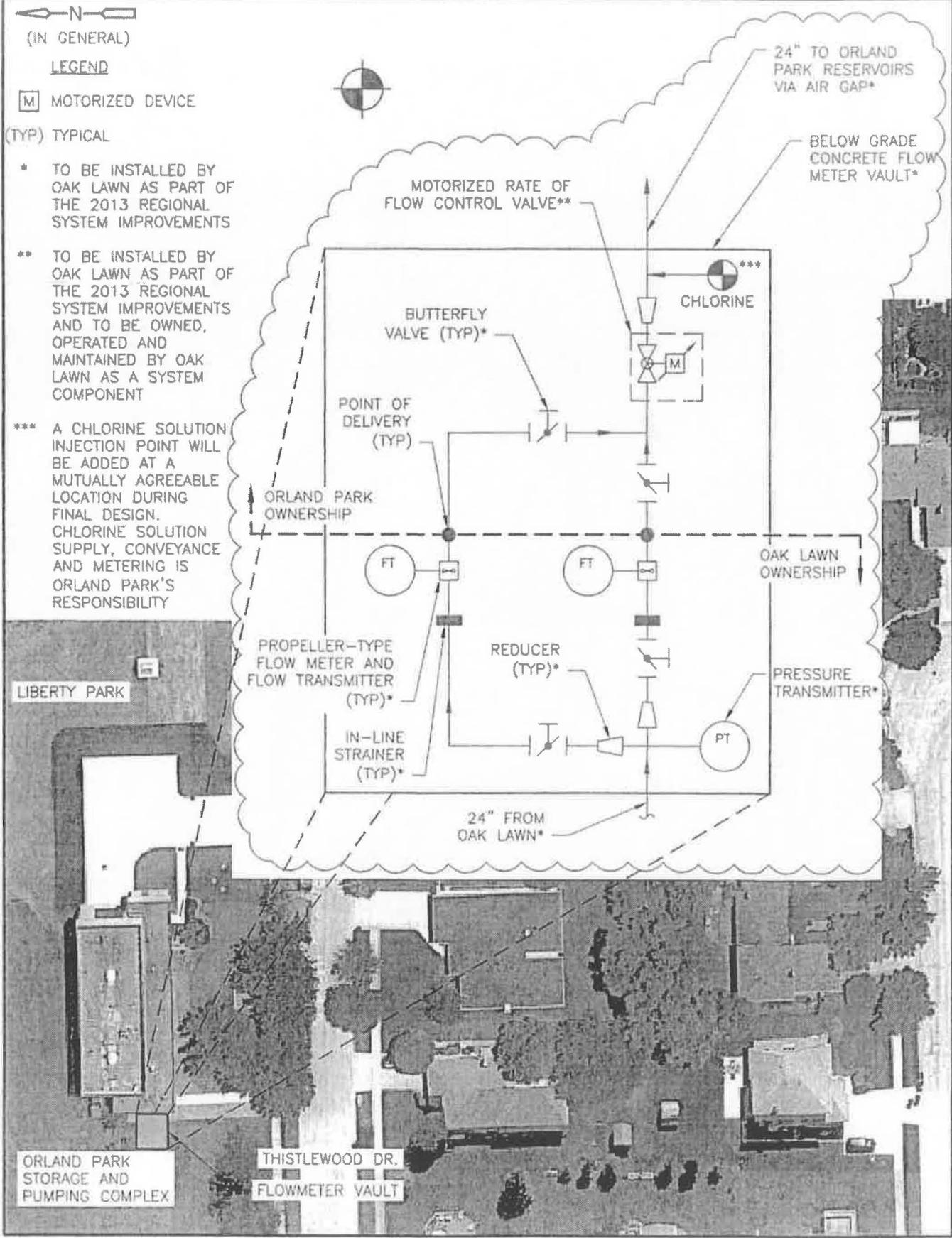
[M] MOTORIZED DEVICE

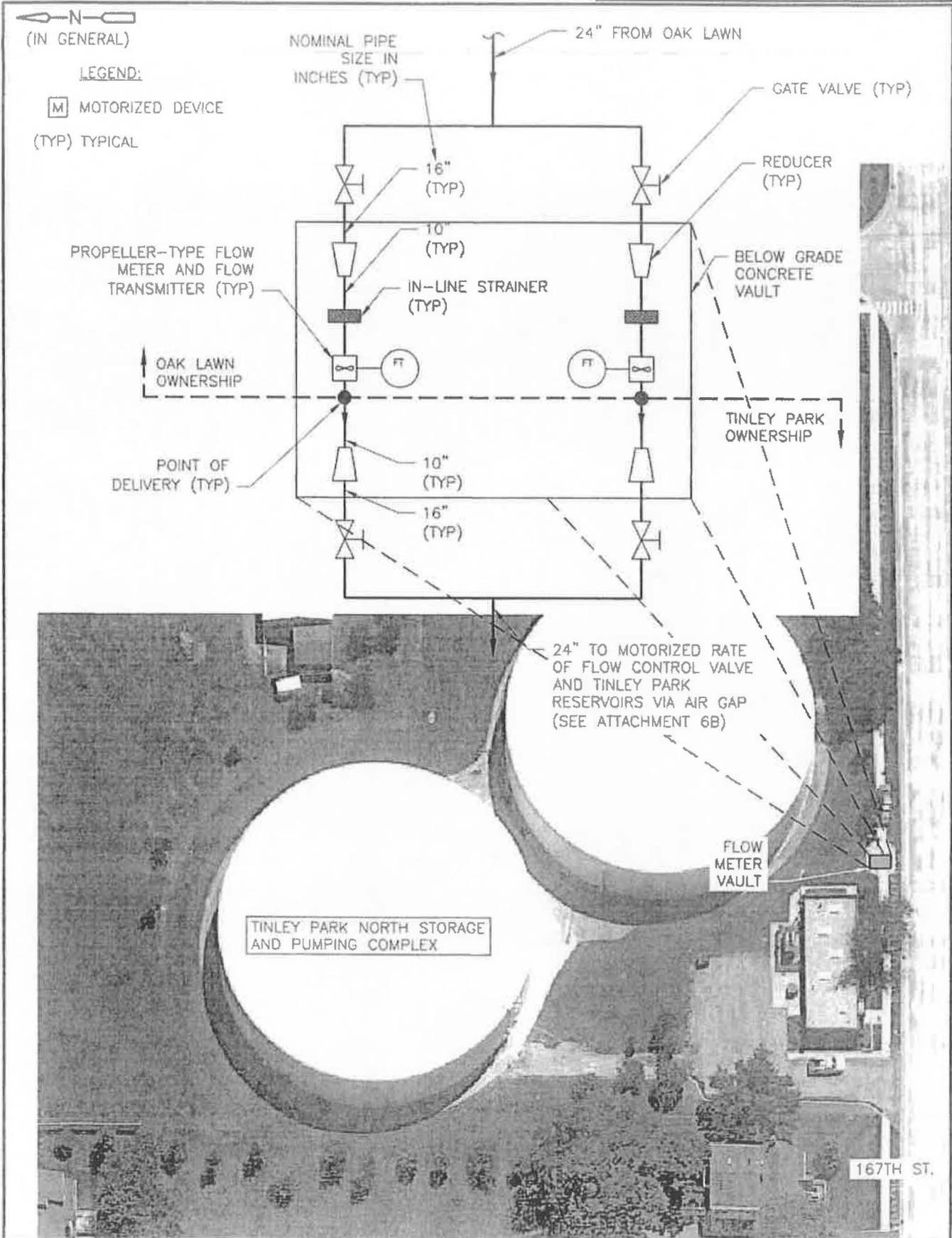
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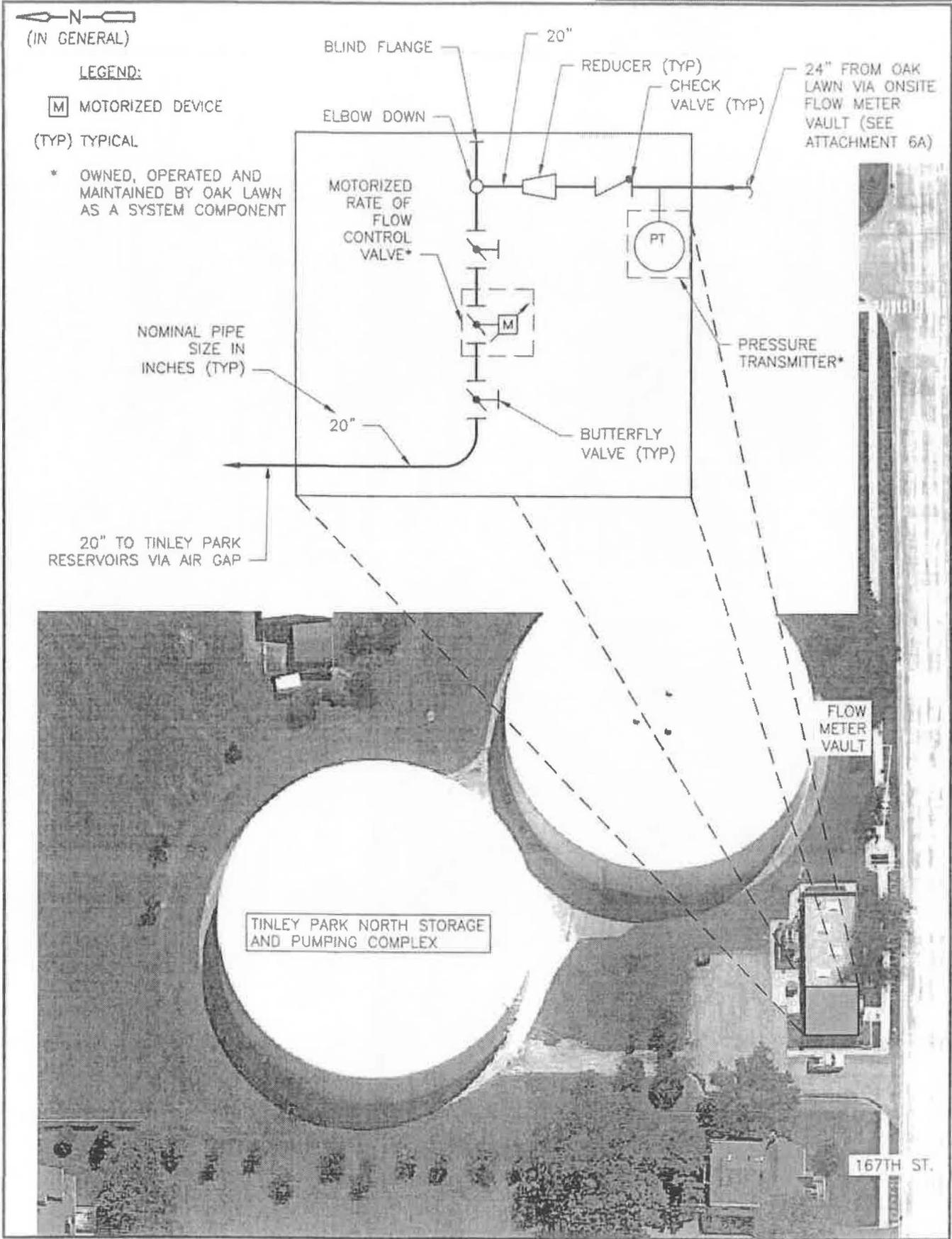
* TO BE INSTALLED BY OAK LAWN AS PART OF THE 2013 REGIONAL SYSTEM IMPROVEMENTS

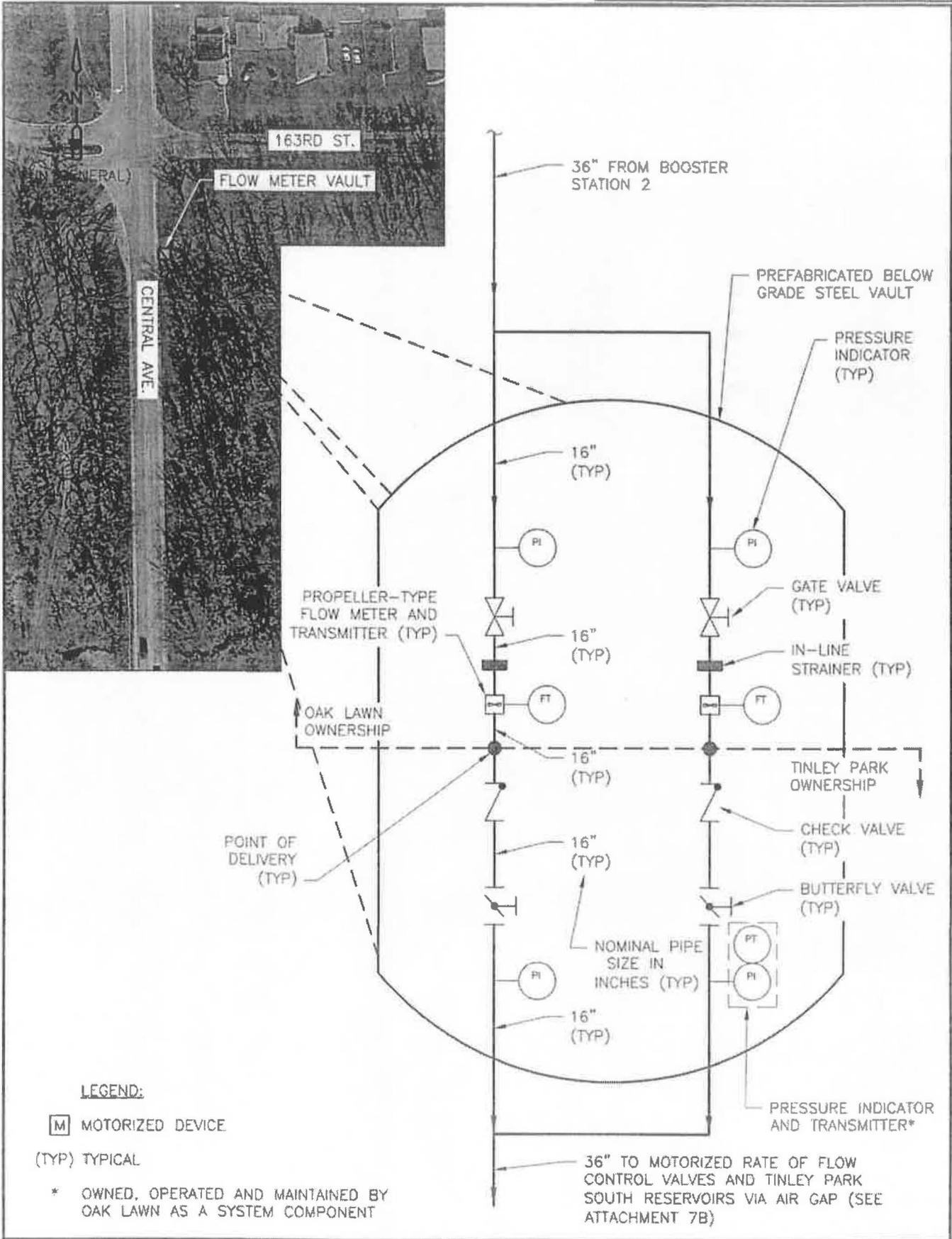
** TO BE INSTALLED BY OAK LAWN AS PART OF THE 2013 REGIONAL SYSTEM IMPROVEMENTS AND TO BE OWNED, OPERATED AND MAINTAINED BY OAK LAWN AS A SYSTEM COMPONENT

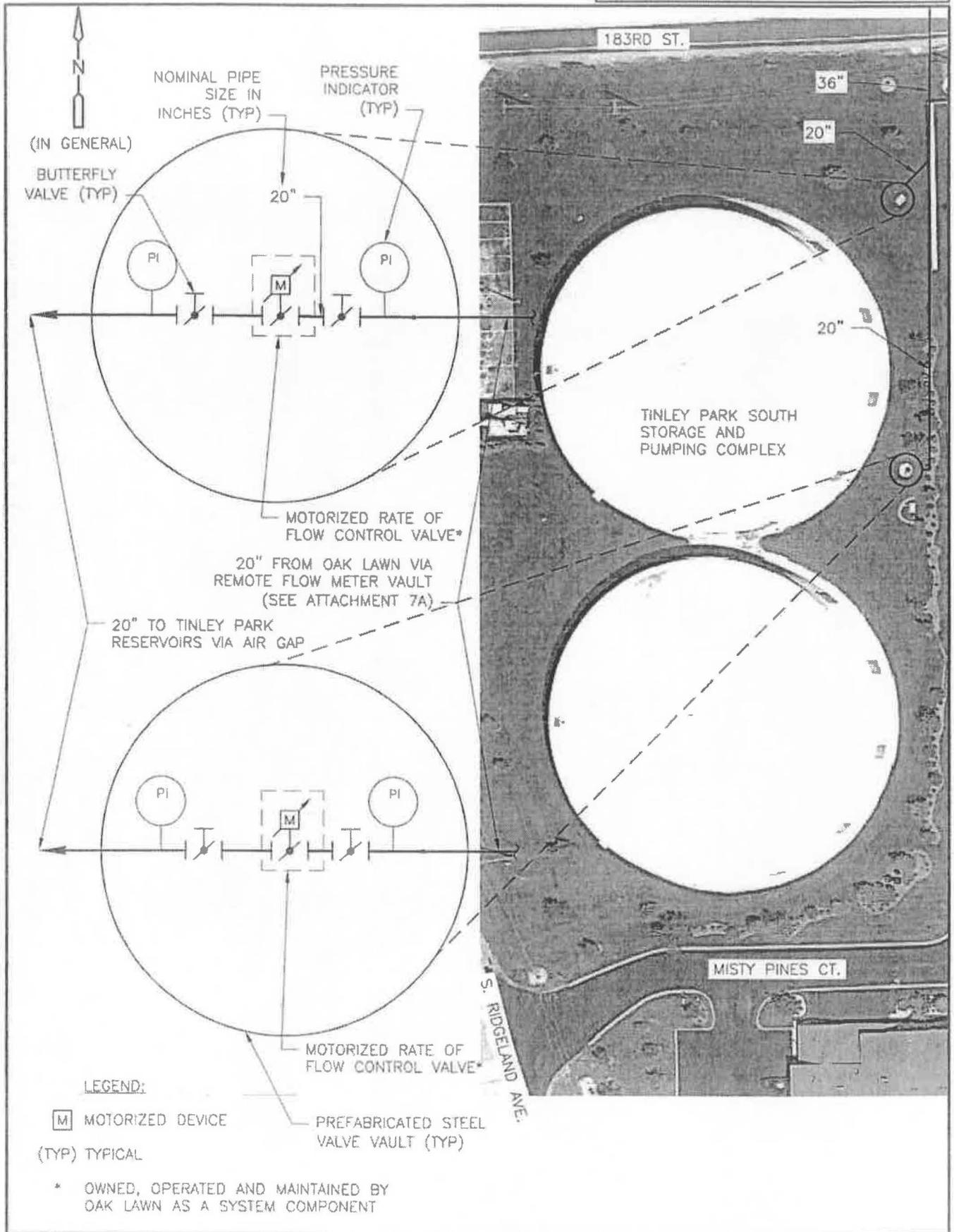
*** A CHLORINE SOLUTION INJECTION POINT WILL BE ADDED AT A MUTUALLY AGREEABLE LOCATION DURING FINAL DESIGN. CHLORINE SOLUTION SUPPLY, CONVEYANCE AND METERING IS ORLAND PARK'S RESPONSIBILITY

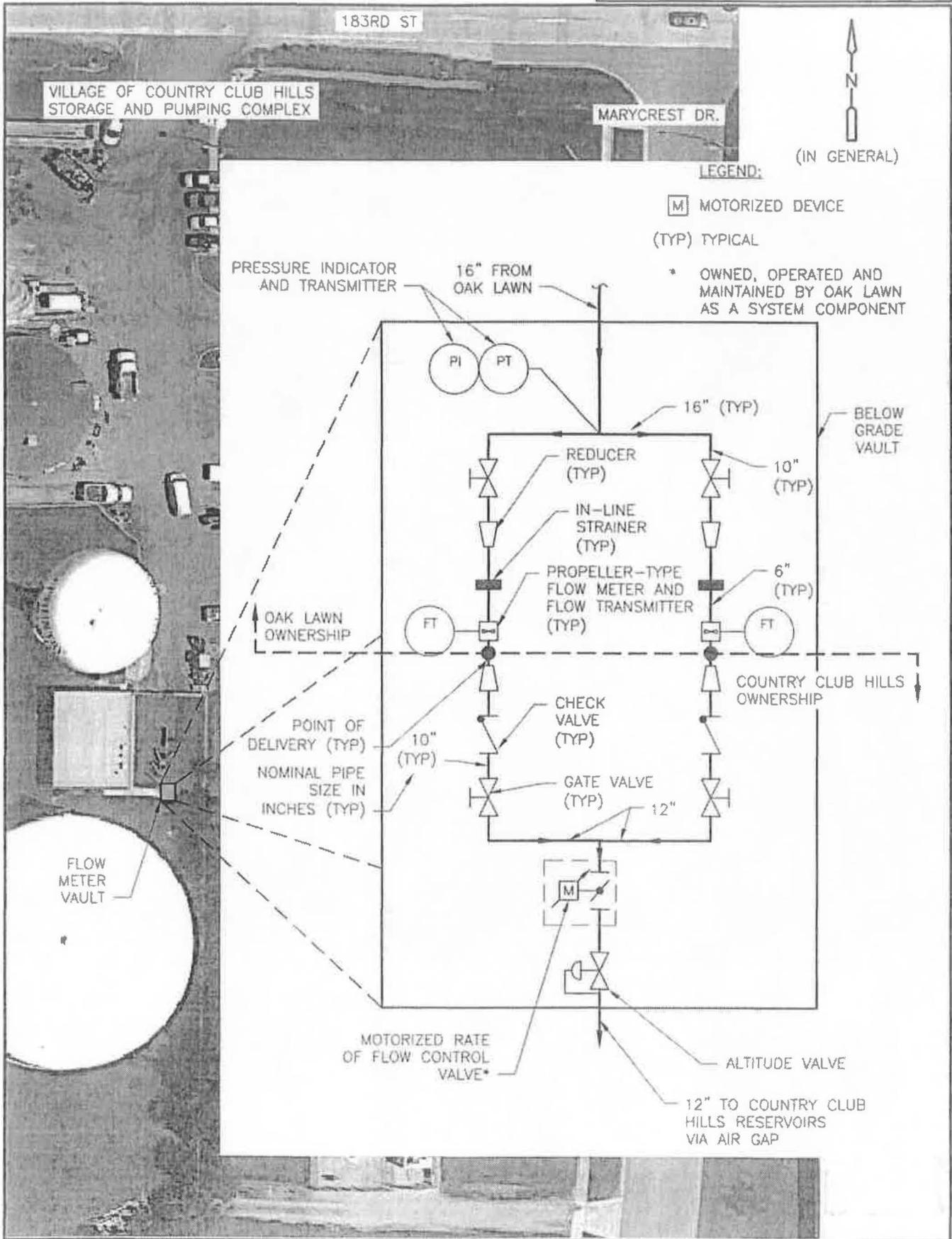


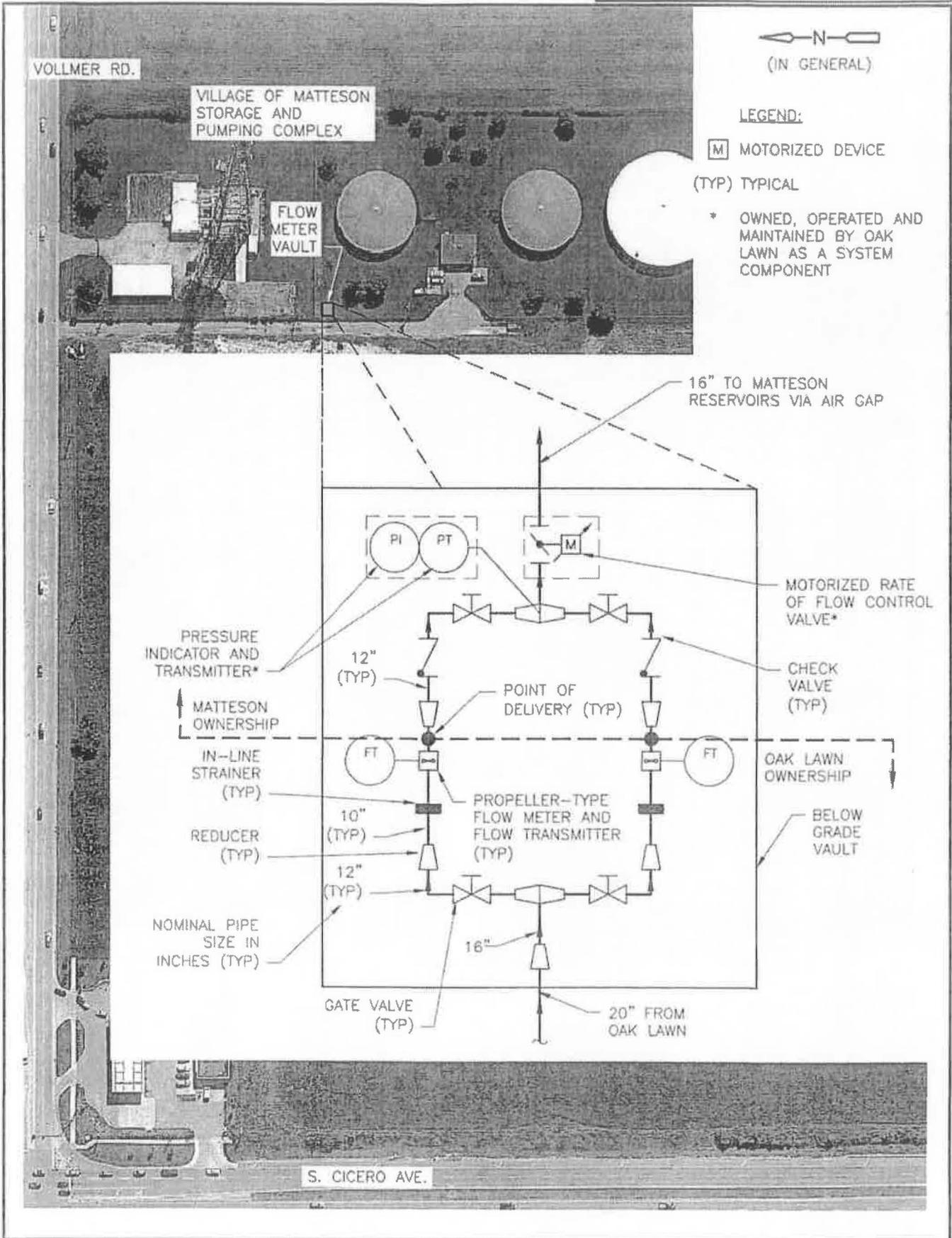


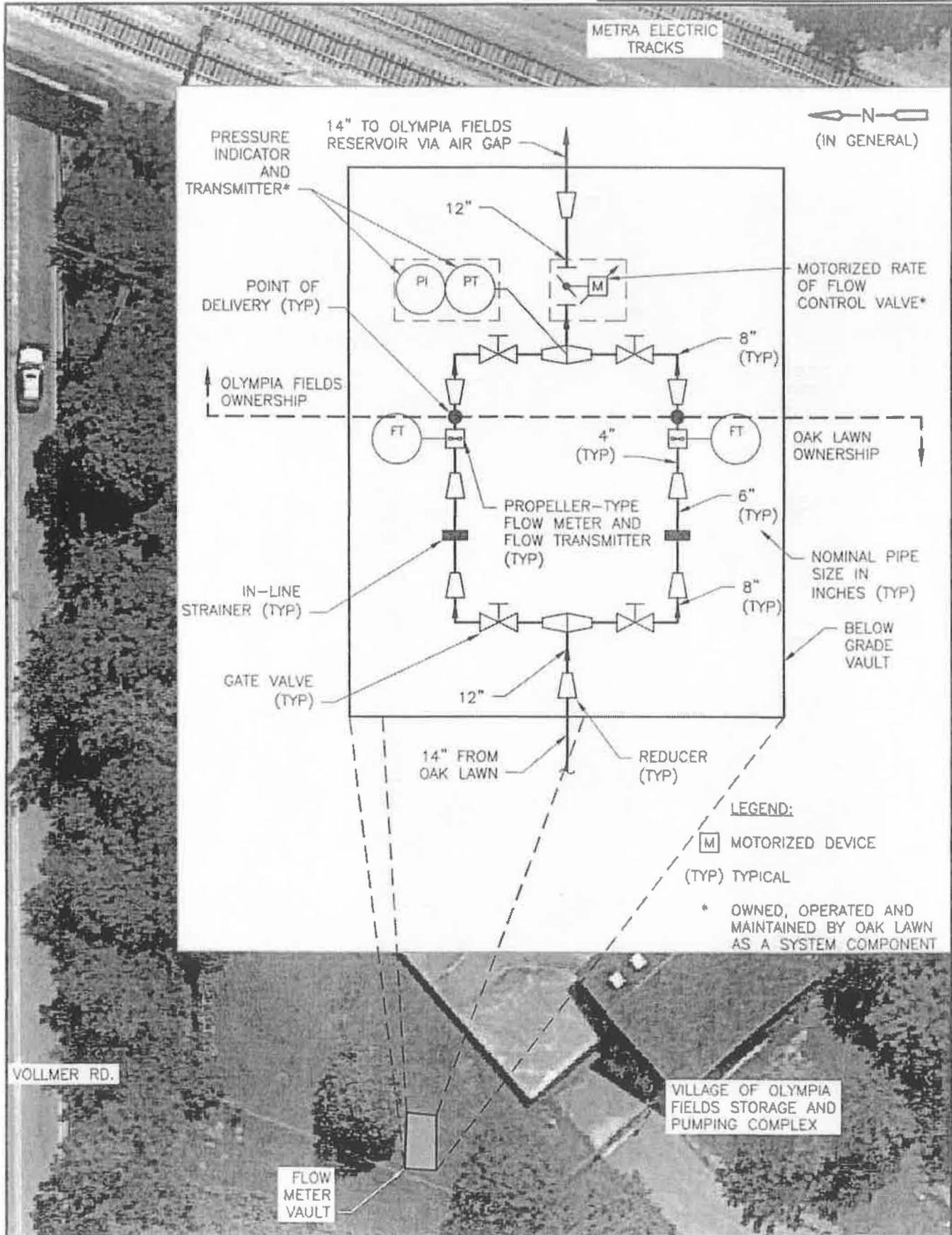


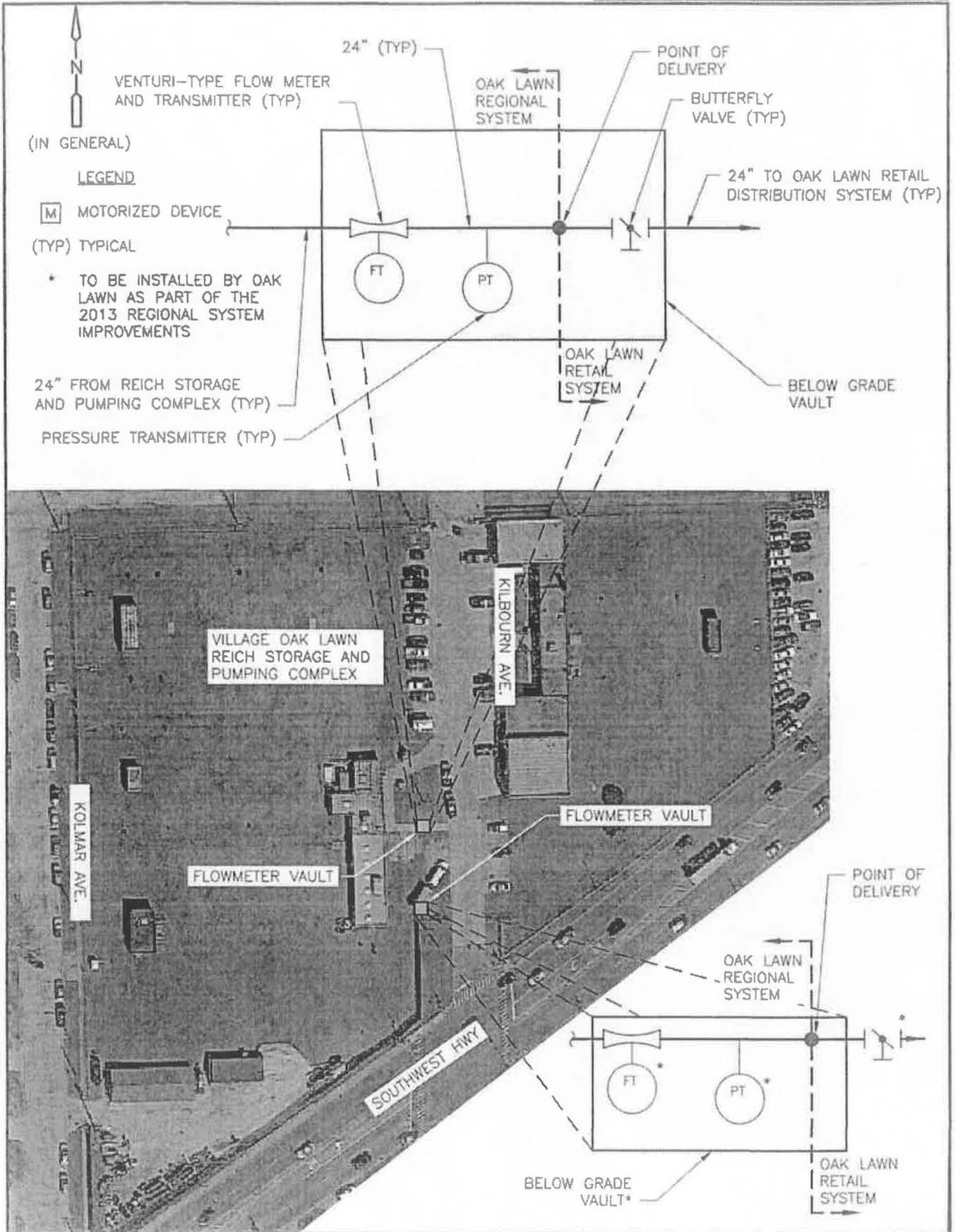












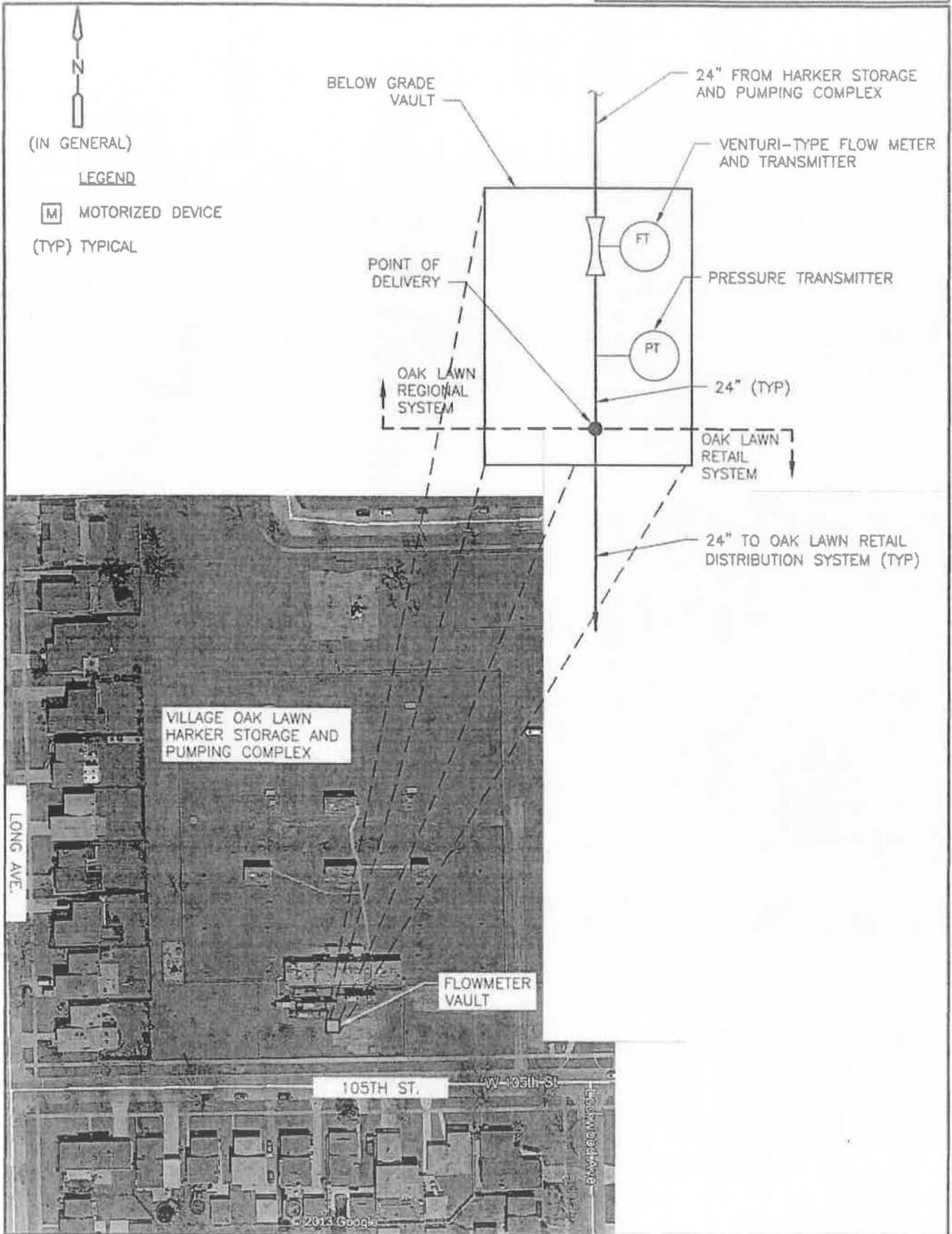


Exhibit C
Description of Existing Oak Lawn Regional Water System
and 2013 Regional System Improvements

The Oak Lawn Regional Water System serves to convey potable water, purchased from the City of Chicago (i.e., Chicago Water), to both the Reich Storage and Pumping Complex and the Harker Storage and Pumping Complex, and to further convey such Chicago Water to Oak Lawn's Municipal Customers, including:

1. Village of Chicago Ridge
2. City of Palos Hills
3. Village of Palos Park
4. Village of Mokena (as served through the Tinley Park Branch System)
5. Village of New Lenox (as served through the Tinley Park Branch System)
6. City of Oak Forest
7. Village of Orland Park
8. Village of Tinley Park
9. City of Country Club Hills (as served through the Oak Lawn Southeast System)
10. Village of Matteson (as served through the Oak Lawn Southeast System)
11. Village of Olympia Fields (as served through the Oak Lawn Southeast System)
12. Village of Oak Lawn (Retail Water System)

The existing Oak Lawn Regional Water System is depicted in schematic form as part of Attachment 1 to this Exhibit and generally consists of:

1. A 17,500 gallon-per-minute (installed capacity) high-service pump station that is currently used to convey Chicago Water from the Reich Storage and Pumping Complex to Chicago Ridge, Palos Hills, Palos Park, and Oak Lawn.
2. A 6,000 gallon-per-minute (installed capacity) high-service pump station that is currently used to convey Chicago Water from the Harker Storage and Pumping Complex to Chicago Ridge, Palos Hills, Palos Park, and Oak Lawn. This pump station will be used upon completion of the herein described improvements to convey Chicago Water only to Chicago Ridge and Oak Lawn.
3. A 48-inch/42-inch transmission main that is currently used to convey Chicago Water from the Harker Storage and Pumping Complex to Orland Park, Oak Forest, Tinley Park, Country Club Hills, Matteson, and Olympia Fields. This transmission main will continue to be used upon completion of the herein described improvements and will be designated as the "East Side" Transmission Main.
4. A 36-inch transmission main that is currently used to convey Chicago Water from the aforementioned 48-inch/42-inch transmission main to Orland Park. This transmission

main will continue to be used upon completion of the herein described improvements and will be designated as the Orland Spur One Main.

5. A 24-inch transmission main that is currently used to convey Chicago Water from the aforementioned 48-inch/42-inch transmission main to Country Club Hills, Matteson, and Olympia Fields. This transmission main will continue to be used upon completion of the herein described improvements as part of the Oak Lawn Southeast System.
6. A 5,600 gallon-per-minute (installed capacity) in-line booster station (Booster Station 1) that is currently used to help convey Chicago Water from the aforementioned 48-inch/42-inch transmission main to Country Club Hills, Matteson, and Olympia Fields. This Booster Station will be expanded and improved to meet the needs of Country Club Hills, Matteson, and Olympia Fields as part of the herein described improvements.
7. An 18,000 gallon-per-minute (installed capacity) in-line booster station (Booster Station 2) that is currently used to help convey Chicago Water from the aforementioned 48-inch/42-inch transmission main to Tinley Park. This Booster Station will be expanded and improved to meet the needs of Tinley Park as part of the herein described improvements.

Anticipated increases in Municipal Customer water demands (through the Year 2030 planning horizon), and the need to eliminate potential single and common mode system failures, has resulted in a plan for the 2013 Regional System Improvements. The 2013 Regional System Improvements serves to benefit all of Oak Lawn's Municipal Customers and includes the following major improvement components, arranged by Bid Package:

Early Out Bid Package: Reich and Harker Motor Control Center, Vault and Valve Modifications, consisting of the following:

- Replacement of the Reich Northern Pressure Zone Pumping Station aged and fault damaged 480V motor control center.
- Replacement of aged pumping unit discharge butterfly valves and addition of electric motor operators to automatically control the discharge valves during pump startup and shutdown operations to mitigate associated surge conditions in the transmission main at Reich Northern Pressure Zone Pumping Station.
- Renovation/replacement of electrical conduit and wiring within the Reich flow meter vault (one vault).
- Renovation/replacement of electrical conduit and wiring within the Harker flow meter and valve vaults (four total vaults).

Bid Package No. 1: Modifications at Harker Complex, consisting of the following:

- Addition of 1-1,000 HP (12,000 gpm) pumping unit to replace Southern Pressure Zone Pump 10 (500 HP), including new variable frequency drive and associated control system, and addition of 36-inch FLOW 2 Venturi with associated vault improvements.
- Replacement of manual operators on pump discharge butterfly valves with electric motor operators to automatically control the discharge valves during pump startup and shutdown operations to mitigate associated surge conditions in the transmission main (Harker Southern Pressure Zone and Northern Pressure Zone pumps).
- Addition of Electrical Room at Pumping Station, replacement of existing Pumping Station roof, and replacement of aged HVAC equipment.
- Addition of surge tank connected to the SPZ transmission main as it exits the site to protect the main from high vacuum and pressure conditions.
- Addition of surge relief valve for the NPZ discharge header.
- Expansion of a groundwater dewatering system to help protect the structural integrity of the reservoirs and allow for periodic inspection and maintenance .
- Addition of 1-2,500 kW standby engine generator, permanently installed and capable of powering 1-1,000 HP (12,000 gpm) SPZ pumping unit, 1-200 HP (3,000 gpm) NPZ pumping unit, plus building HVAC and lighting loads.
- Addition of a gaseous chlorine dry-type absorption scrubber to mitigate inadvertent chlorine gas releases.
- Addition of four motor operated flow control valves to control flow from the City of Chicago to the Harker Complex and to dissipate energy upon delivery.
- Addition of reservoir interconnections to accommodate design flow conveyance through the reservoirs and allow the reservoirs to be isolated for maintenance and repair
- Addition of reservoir overflow improvements .
- Addition of updated perimeter fencing, and surveillance cameras to improve security.
- Addition of screen wall and ornamental fencing to improve aesthetics.

Bid Package No. 2: Modifications at Reich Complex and Points of Delivery, consisting of the following:**Reich Complex**

- Addition of 1-250 kW hydroelectric turbine at Pumping Station inlet to capture available residual energy and convey the energy into the Reich Complex "internal" grid (building costs apportioned by area required).
- Addition of a groundwater dewatering system to allow for periodic reservoir inspection and maintenance.

Description of Existing Oak Lawn Regional Water System and 2013 Regional System Improvements

- Addition of reservoir interconnections and bypass piping to accommodate design flow conveyance through the reservoirs and allow the reservoirs to be isolated for maintenance.
- Addition of a new Reich SPZ Pumping Station, including the addition of 4-1,000 HP (11,000 gpm each) pumping units, VFDs, soft starters, and associated control systems (building costs apportioned by area required).
- Addition of second discharge header connection to the NPZ to eliminate a single point of failure condition and a surge relief valve to protect the main from high vacuum and pressure conditions, and replacement of Pumping Station roof.
- Addition of surge tank connected to the SPZ transmission main as it exits the site to protect the main from high vacuum and pressure conditions.
- Addition of 1-2,500 kW standby engine generator, permanently installed and capable of powering 1-1,000 HP (11,000 gpm) SPZ pumping unit, 1-200 HP (4,000 gpm) NPZ pumping unit, plus building HVAC and lighting loads at the new Reich SPZ Pumping Station.
- Addition of a gaseous chlorine dry-type absorption scrubber to mitigate inadvertent chlorine gas releases.
- Addition of updated perimeter fencing, and surveillance cameras to improve security.
- Addition of ornamental fencing to improve aesthetics.

Points of Delivery and System-wide SCADA Improvements

- Replacement of obsolete PLCs at points of delivery, including communication equipment and associated programming.
- Replacement of existing "top-end" HMI software with a less proprietary SCADA platform
- Provision and installation of a database management system historian.
- Configuration of a firewall-protected website that permits authorized staff and customers to view Regional Water System operating parameters.

Bid Package No. 3: Booster Pumping Station Nos. 1 and 2 Improvements, consisting of the following:

- Provision of 1-300 kW portable standby engine generator to provide emergency power to the Booster Stations in the event of a utility power outage.

Booster Pumping Station No. 1

- Demolition of existing booster station and construction of a new above grade prefabricated pumping station, including 4-125 HP (3,000 gpm each) pumping units (2 variable speed, 2 constant speed) and construction of tie-ins to redundant 24-inch transmission main at the suction and discharge sides of the Station.

Booster Pumping Station No. 2

- Addition of 2-150 HP (6,000 gpm each) pumping units and construction of tie-ins to redundant 42-inch transmission main at the suction and discharge sides of the Station.

Bid Package No. 4: Transmission Main – 60-inch from Reich Complex to Cal-Sag Channel Crossing, consisting of the following:

- Construction of 60-inch transmission main from Reich Storage and Pumping Complex to northern bank of Cal-Sag Channel.
- Obtaining associated easements – total cost apportioned by lineal feet of transmission main.

Bid Package Nos. 5 and 6: Transmission Main – 60-inch Cal-Sag Channel Crossing and through ComEd Corridor to, consisting of the following:

- Construction of 60-inch transmission main beneath Cal-Sag Channel, to 151st Street via ComEd Corridor and Cook County's Forest Preserve.
- Obtaining associated easements – total cost apportioned by lineal feet of transmission main (ComEd easement costs are included, but anticipated corridor use cost has yet to be negotiated with the Forest Preserve District of Cook County and is not included).

Bid Package No. 7: Transmission Main – 24-inch Connection to Orland Park and 36/42-inch Cross-Town Connection to Booster Pumping Station No. 2, consisting of the following:

- Construction of 24-inch transmission main connection to Orland Park from new West Side transmission main (Orland Spur Two Main).
- Construction of 24-inch Cross-Town transmission main along 151st Street from the ComEd Corridor east to Oak Park Avenue; construction of 36-inch Cross Town transmission main from 151st Street/Oak Park Avenue to 159th Street/Central Avenue and connection to existing 42-inch East Side transmission main.
- Construction of 42-inch redundant transmission main from 159th Street/Central Avenue to Booster Station No. 2.

Bid Package No. 8: Transmission Main – 16-inch Connection to Palos Hills and 10-inch Connection to Palos Park, consisting of the following:

- Construction of a new 16-inch transmission main to Palos Hills from the new 60-inch West Side Transmission Main.
- Construction of a new 10-inch transmission main to Palos Park from the new 60-inch West Side Transmission Main.

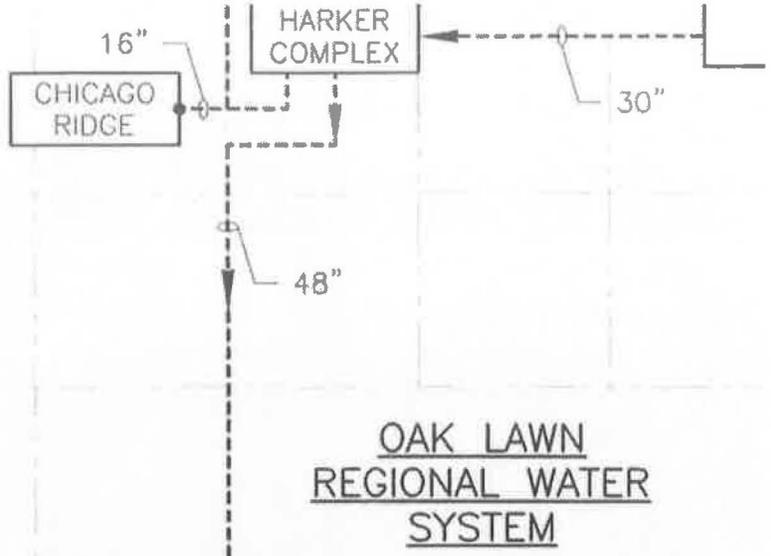
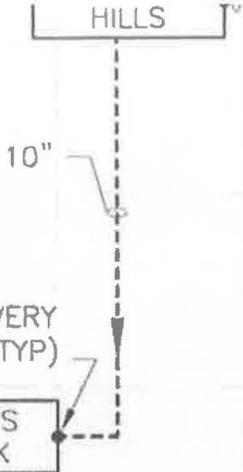
The Oak Lawn Regional Water System, as it is planned to exist, after design and construction of the 2013 Regional System Improvements, is depicted in schematic form as part of Attachment 2 to this Exhibit.

In general, and dependent on the Effective Date of the Agreement (assumed to be April 1, 2014 for purpose of scheduling), implementation of the 2013 Regional System Improvements is envisioned to progress from design through construction in accordance with the following schedule:

<u>Bid Package</u>	<u>Design Start Date</u>	<u>Construction Bid Date</u>	<u>Construction Completion Date</u>
1. Harker Storage and Pumping Complex	January 2013	August 9, 2013	July 2016
2. Reich Storage and Pumping Complex	January 2013	February 21, 2014	June 2017
3. Booster Stations 1 and 2	April 2014	July 15, 2016	April 2018
4. Transmission Main: 60-inch from Reich Complex along Southwest Highway to Calumet-Sag Channel	April 2014	September 1, 2016	December 2018
5. Transmission Main: 60-inch Crossing of the Calumet-Sag Channel	April 2014	September 1, 2016	December 2018
6. Transmission Main: 60-inch along Commonwealth Edison Corridor from Calumet-Sag Channel to 151 st Street	April 2014	September 1, 2016	December 2018

Description of Existing Oak Lawn Regional Water System and 2013 Regional System Improvements

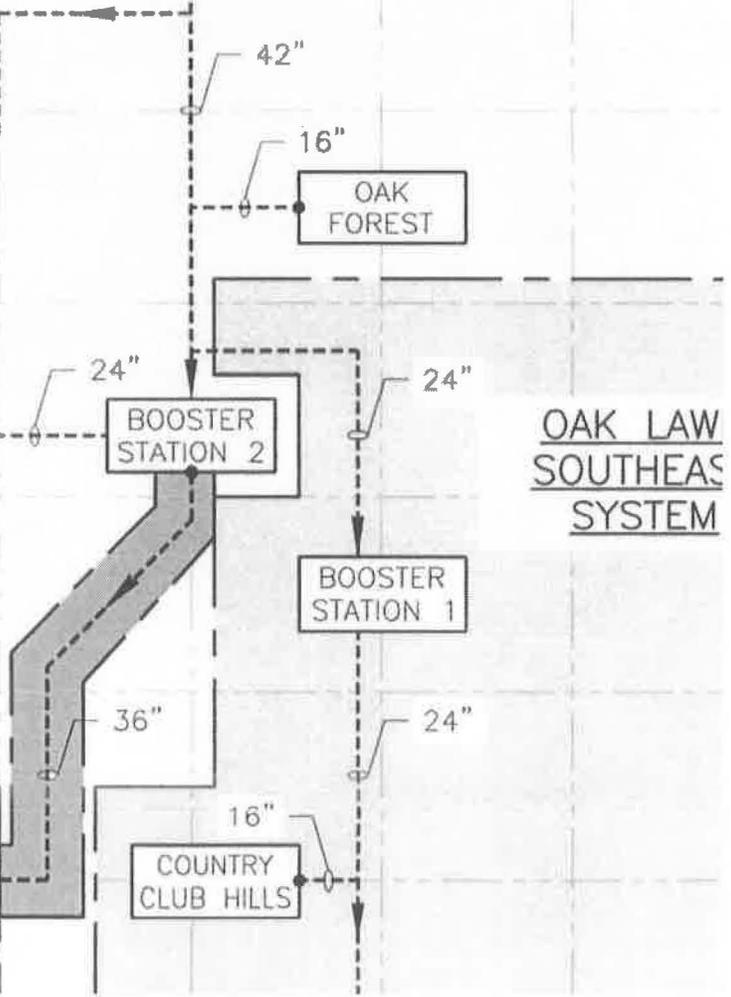
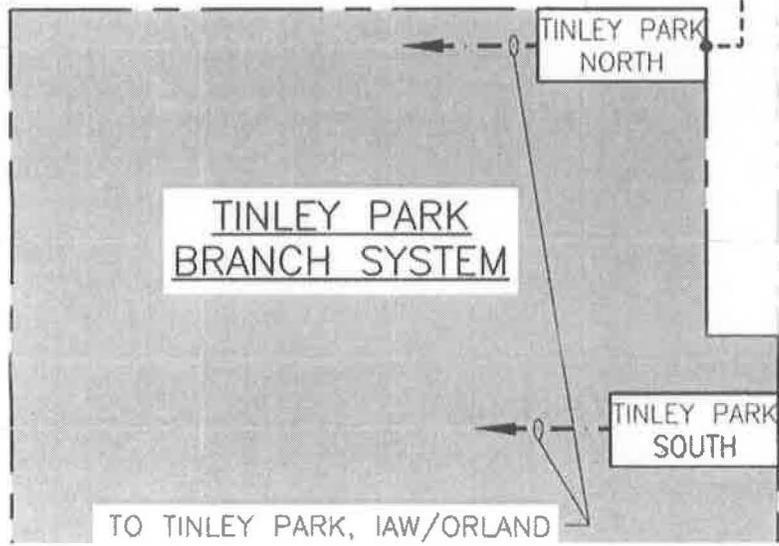
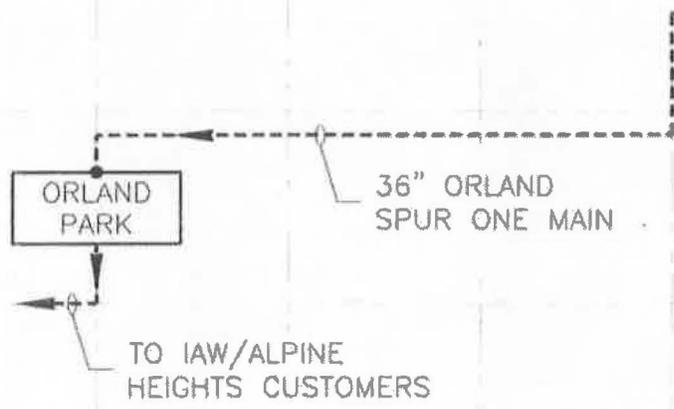
<u>Bid Package</u>	<u>Design Start Date</u>	<u>Construction Bid Date</u>	<u>Construction Completion Date</u>
7. Transmission Main: Cross-Town Connections to Orland Park and Booster Pumping Station No. 2	April 2014	September 1, 2016	April 2018
8. Transmission Main: Connections to Palos Hills and Palos Park	April 2014	September 1, 2016	April 2018



LEGEND

----- EXISTING TRANSMISSION MAIN OPERATED AND MAINTAINED BY OAK LAWN

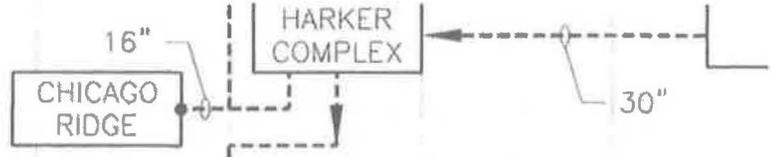
NOMINAL MAIN SIZE (TYP)



IN GENERAL)

" = 1 MILE

HILLS



POINT OF DELIVERY
(SEE EXHIBIT B; TYP)



"WEST SIDE" TRANSMISSION MAIN

"EAST SIDE" TRANSMISSION MAIN

LEGEND

- EXISTING TRANSMISSION MAIN OPERATED AND MAINTAINED BY OAK LAWN
- NEW TRANSMISSION MAIN TO BE INSTALLED AS PART OF THE 2013 REGIONAL SYSTEM IMPROVEMENTS AND OPERATED AND MAINTAINED BY OAK LAWN

OAK LAWN REGIONAL WATER SYSTEM

NOMINAL MAIN SIZE (TYP)

(COMED CORRIDOR)



24" ORLAND SPUR TWO MAIN

36" ORLAND SPUR ONE MAIN



TO IAW/ALPINE HEIGHTS CUSTOMERS

OAK LAWN SOUTHEAS SYSTEM

TINLEY PARK BRANCH SYSTEM

TINLEY PARK NORTH

TINLEY PARK SOUTH

TO TINLEY PARK, IAW/ORLAND

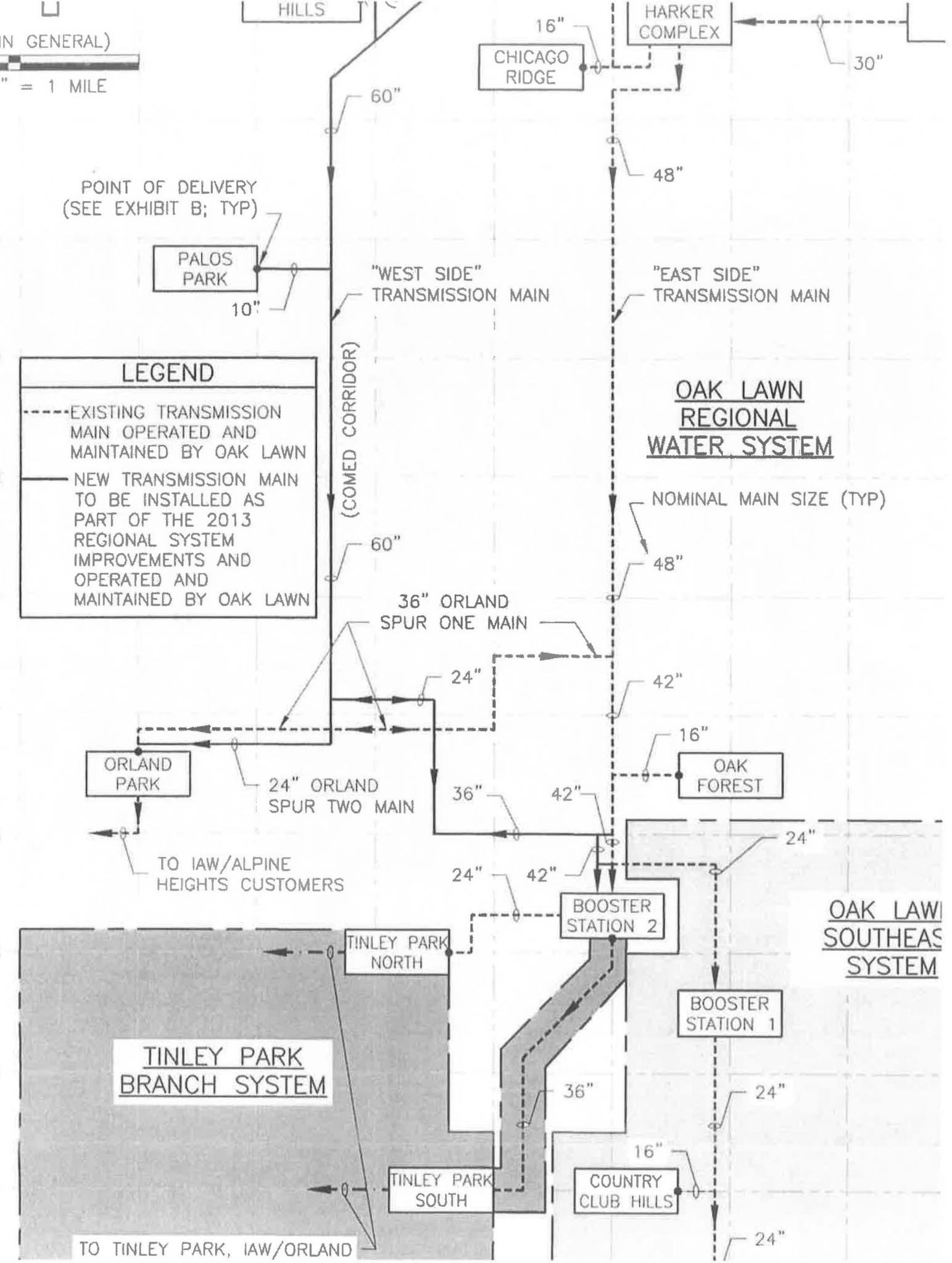
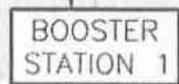


Exhibit D

Municipal Customers' IDNR Approved Lake Michigan Water Allocations and Contractual Service Requirements

Municipal Customer	Chicago Ridge	Palos Hills	Palos Park	Mokena	New Lenox	Oak Forest	Orland Park (Including Illinois American-Alpine Heights)	Tinley Park (Including Illinois American-Arbury and Orland Hills ⁽¹⁾)
Daily Peaking Factor	2	2	2	2	2	2	2	2
Year 2030 IDNR Approved Lake Michigan Water Allocation by Year (MGD)								
2010	1.523	1.967	0.572	2.293	2.594	2.981	8.164	7.330
2011	1.524	1.971	0.585	2.419	2.742	3.002	8.273	7.471
2012	1.525	1.974	0.597	2.544	2.889	3.022	8.381	7.613
2013	1.526	1.977	0.610	2.670	3.037	3.043	8.490	7.754
2014	1.527	1.981	0.623	2.795	3.184	3.063	8.598	7.896
2015	1.528	1.984	0.635	2.921	3.332	3.084	8.707	8.037
2016	1.529	1.988	0.648	2.942	3.479	3.104	8.815	8.193
2017	1.529	1.991	0.661	2.962	3.627	3.125	8.924	8.348
2018	1.530	1.995	0.673	2.983	3.774	3.145	9.033	8.504
2019	1.531	1.998	0.686	3.003	3.922	3.165	9.141	8.659
2020	1.532	2.001	0.699	3.024	4.069	3.186	9.250	8.815
2021	1.533	2.005	0.711	3.045	4.217	3.206	9.358	8.901
2022	1.534	2.008	0.724	3.066	4.364	3.227	9.467	8.988
2023	1.535	2.012	0.737	3.088	4.512	3.247	9.575	9.074
2024	1.536	2.015	0.749	3.109	4.659	3.268	9.684	9.161
2025	1.537	2.019	0.762	3.130	4.807	3.288	9.792	9.247
2026	1.537	2.022	0.775	3.152	4.954	3.309	9.901	9.337
2027	1.537	2.025	0.787	3.174	5.102	3.329	10.009	9.427
2028	1.537	2.029	0.800	3.196	5.249	3.349	10.118	9.516
2029	1.537	2.032	0.813	3.218	5.397	3.370	10.226	9.606
2030	1.537	2.036	0.825	3.240	5.544	3.390	10.335	9.696
Year 2031 Through Term of Agreement	1.537	2.036	0.825	3.240	5.544	3.390	10.335	9.696

Municipal Customer	Country Club Hills	Matteson	Olympia Fields	Oak Lawn	Total Year 2030 IDNR Approved System Allocation - MGD	Total Regional System Capacity Required - MGD	Total Regional System Design Capacity - MGD	Oak Lawn Reserve Share Capacity - MGD	Total Spare Available Capacity - MGD
Daily Peaking Factor	2 ⁽²⁾	2 ⁽²⁾	2 ⁽²⁾	2					
Year 2030 IDNR Approved Lake Michigan Water Allocation by Year (MGD)									
2010	1.447	2.209	0.828	7.082	38.991	78.0	55.0	0.0	-23.0
2011	1.458	2.286	0.841	7.109	39.680	79.4	55.0	0.0	-24.4
2012	1.469	2.363	0.854	7.136	40.369	80.7	55.0	0.0	-25.7
2013	1.481	2.440	0.867	7.163	41.058	82.1	55.0	0.0	-27.1
2014	1.492	2.517	0.880	7.190	41.747	83.5	55.0	0.0	-28.5
2015	1.503	2.594	0.893	7.217	42.435	84.9	55.0	0.0	-29.9
2016	1.515	2.671	0.900	7.243	43.027	86.1	55.0	0.0	-31.1
2017	1.526	2.749	0.908	7.269	43.618	87.2	55.0	0.0	-32.2
2018	1.537	2.826	0.915	7.295	44.210	88.4	55.0	0.0	-33.4
2019	1.548	2.903	0.923	7.321	44.801	89.6	111.0	5.0	16.4
2020	1.560	2.980	0.930	7.347	45.392	90.8	111.0	5.0	15.2
2021	1.571	3.057	0.943	7.363	45.912	91.8	111.0	5.0	14.2
2022	1.582	3.134	0.956	7.380	46.431	92.9	111.0	5.0	13.1
2023	1.594	3.211	0.969	7.397	46.951	93.9	111.0	5.0	12.1
2024	1.605	3.288	0.982	7.414	47.470	94.9	111.0	5.0	11.1
2025	1.616	3.365	0.995	7.431	47.989	96.0	111.0	5.0	10.0
2026	1.627	3.442	1.007	7.445	48.508	97.0	111.0	5.0	9.0
2027	1.638	3.519	1.020	7.460	49.027	98.1	111.0	5.0	7.9
2028	1.650	3.595	1.032	7.474	49.546	99.1	111.0	5.0	6.9
2029	1.661	3.672	1.045	7.489	50.065	100.1	111.0	5.0	5.9
2030	1.672	3.748	1.057	7.503	50.583	101.2	111.0	5.0	4.8
Year 2031 Through Term of Agreement	1.672	3.748	1.057	7.503	50.583	101.2	111.0	5.0	4.8

Notes:

⁽¹⁾Orland Hills is referred to as "Illinois American - Fernway" by the IDNR for 2030 Allocation purposes

⁽²⁾A Daily Peaking Factor of two (2) cannot be provided to Country Club Hills, Matteson, and Olympia Fields without further improvement to the Oak Lawn Southeast System. Such improvement is above and beyond that provided by the 2013 Regional System Improvements.



Exhibit E
Proportionate Shares of Capital Costs and Charges

Municipal Customer	Share of Oak Lawn Regional Water System Costs Allocated to Municipal Customers Without Southeast System Customer Participation (Alternative 1)	Share of Oak Lawn Regional Water System Costs Allocated to Municipal Customers (Alternative 2)
Chicago Ridge	0.675%	0.576%
Palos Hills	5.629%	4.804%
Palos Park	2.219%	1.894%
Mokena	7.995%	6.823%
New Lenox	13.679%	11.674%
Oak Forest	7.754%	6.618%
Orland Park (including Illinois American - Alpine Heights)	26.421%	22.549%
Tinley Park (including Illinois American - Arbury and Orland Hills ⁽¹⁾)	23.923%	20.417%
Country Club Hills	0.000%	3.783%
Matteson	0.000%	8.481%
Olympia Fields	0.000%	2.392%
Oak Lawn	11.704%	9.989%
Totals	100.00%	100.00%

Notes:

⁽¹⁾Orland Hills is referred to as "Illinois American - Fernway" by IDNR for 2030 allocation purposes.



ORDINANCE NO. 2014-O-021

**AN ORDINANCE AMENDING ORDINANCE NO. 2014-O-005,
ESTABLISHING PAY SCALES AND CERTAIN FRINGE BENEFITS FOR
EMPLOYEES FOR THE FISCAL YEAR ENDING APRIL 30, 2015**

WHEREAS, the Corporate Authorities previously adopted Ordinance No. 2014-O-005, which set forth pay scales and certain fringe benefits for employees for the fiscal year ending April 30, 2015; and

WHEREAS, Corporate Authorities hereby find that it is in the best interests of the Village to amend said Ordinance and the pay scales adopted therein, by adding the position of Executive Assistant; and

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, as follows:

Section 1: The recitals set forth above are incorporated herein as substantive provisions of this Ordinance.

Section 2: Exhibit B to Ordinance No. 2014-O-005 is hereby amended to add the position of Executive Assistant. The salary range for said position is attached hereto and made a part hereof. A revised Exhibit B is attached hereto and made a part hereof.

Section 3: All other provisions of Ordinance 2014-O-005, and the exhibits thereto, shall remain in full force and effect.

Section 4: This Ordinance shall be in full force and effect from and after its approval and publication as required by law.

ADOPTED this ____ day of _____, 2014, pursuant to a roll call vote as follows:

ORDINANCE NO. 2014-O- 019

ORDINANCE AMENDING CHAPTERS 98 AND 100 OF THE TINLEY PARK MUNICIPAL
CODE REGARDING LANDSCAPE MAINTENANCE/NUISANCE

NOW, THEREFORE, **BE IT ORDAINED** by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, as follows:

SECTION 1: That Chapter 98 of the Tinley Park Municipal Code be and is hereby amended by adding a new Section 98.22 thereof reading in its entirety as follows:

**§98.22 IMPROPERLY MAINTAINED LANDSCAPING DECLARED A
NUISANCE**

All landscaping, including but not limited to trees, shrubs, plants, flowers, etc., that exists on any property must be properly maintained in order for the landscaped areas to fulfill the purposes for which they were established. The owner of the property and any tenant on the property where landscaping exists shall be jointly and severally responsible for the maintenance of all landscape materials on the property. Such maintenance shall include all actions necessary to keep the landscaped areas free of litter, weeds and debris and to keep plantings healthy and orderly and aesthetically pleasing in appearance. Improperly maintained landscaping on property within the Village is hereby declared a nuisance.

Where such a nuisance is found to exist on private property or on the public parkway abutting private property, the Village may issue a violation notice to the property owner for adjudication through the circuit court or the Village's administrative adjudication system. The violation notice and any penalties imposed shall be independent of, and in addition to, any proceedings to abate the nuisance and lien the property for costs pursuant to §§ 98.35 through 98.37 of this Chapter 98. Penalties for violations of this Section are graduated and are set forth in §98.99 below.

SECTION 2: That Chapter 100 of the Tinley Park Municipal Code be and is hereby amended by adding a new Section 100.10 thereof reading in its entirety as follows:

§100.10 MAINTAINING TREES AND SHRUBS ON PRIVATE PROPERTY

All trees and shrubs on any property within the Village shall be properly maintained to keep them healthy and aesthetically pleasing and orderly in appearance and to prevent obstructions to any streets or sidewalks or other public places. It shall be unlawful to fail to so maintain all such trees and shrubs.

SECTION 3: That the Village Clerk be and is hereby directed to publish this Ordinance in pamphlet form.

SECTION 4: This Ordinance shall be in full force and effect upon its passage, approval and publication in pamphlet form.

PASSED this ____ day of _____, 2014 by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ____ day of _____, 2014, by the President of the Village of Tinley Park.

By: _____

Village President

ATTEST:

By: _____

Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this ____ day of _____, 2014.

VILLAGE PRESIDENT

ATTEST:

VILLAGE CLERK

ORDINANCE NO. 020

**AN ORDINANCE AMENDING TITLE 7, CHAPTER 80, SECTION 80.03(E)(2)
OF THE TINLEY PARK VILLAGE CODE IN REGARD TO THE
VILLAGE'S NON-VEHICULAR ADMINISTRATIVE ADJUDICATION SYSTEM**

BE IT ORDAINED by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, as follows:

SECTION 1: That Title 7, Chapter 80, Section 80.03(E)(2) of the Tinley Park Village Code is hereby amended to read in its entirety as follows:

“(2) Delivering a copy of the violation notice to the person charged by First Class U.S. Mail, postage prepaid. Such service shall be complete as of the date of deposit in the United States mail.”

SECTION 2: That all ordinances or parts of ordinances in conflict herewith are, to the extent of such conflict, hereby repealed.

SECTION 3: If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid, such decision or decisions shall not affect the validity of the remaining portions of this Ordinance.

SECTION 4: That this Ordinance shall be in full force and effect from and after its adoption, approval and publication in pamphlet form as provided by law.

SECTION 5: That the Village Clerk be and hereby is authorized and directed to publish this Ordinance in pamphlet form.

ADOPTED this _____ day of _____, 2014, by a roll call vote of the Corporate Authorities of the Village of Tinley Park as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this ____ day of _____, 2014.

Village President

ATTEST:

Village Clerk

Published by me in pamphlet form this ____ day of _____, 2014.

Village Clerk

ITEM # 16

**CONSIDER THE FOLLOWING 2014/2015
COMMISSION/COMMITTEE
APPOINTMENTS -**

PRESIDENT ZABROCKI

**COMMENTS FROM
BOARD AND STAFF**

**COMMENTS FROM
THE PUBLIC**

ADJOURNMENT